

FAIRHAVEN SELECT BOARD

Meeting Minutes January 13, 2025

FAIRHAVEN TOWN CLERK
RCUD 2025 FEB 11 AM 10:24

Present: Chair Stasia Powers, Vice-Chair Charles Murphy Sr., Clerk Andrew B. Saunders, members Keith Silvia and Andrew Romano and Acting Town Administrator George Samia

Ms. Powers opened the meeting at 6:30p.m.

Motion: Mr. Romano motioned to take item D3 out of order. Mr. Saunders seconded. The motion passed unanimously (5-0-0).

TOWN ADMINISTRATOR

The Board welcomed Acting Town Administrator George Samia

- Introduction to new Labor Counsel Jane Medeiros Friedman of Mead, Talerman & Costa, LLC. Atty. Friedman introduced herself to the Board, gave a brief history of her background, experience and mentioned communities served.

A moment of silence was observed for Jacqueline Kenworthy.

EXECUTIVE SESSION

Motion: Mr. Romano motioned to enter into executive session Pursuant to G.L. c. 30A, § 21(a)(3) To discuss strategy with respect to collective bargaining or litigation if an open meeting may have a detrimental effect on the bargaining or litigating position of the public body and the chair so declares: Rogers School Litigation Update; Pursuant to G.L. c.30A, s.21(a)(1) to discuss complaints or charges against Fire Chief Todd Correia; and Pursuant to G.L. c. 30A, s. 21(a)(3) to discuss strategy with respect to litigation: Forth and Long d/b/a Rasputin's Tavern v. Fairhaven, Superior Court and ABCC, and to return to open session. Mr. Saunders seconded. Roll Call Vote: Mr. Romano, Mr. Saunders, Ms. Powers, Mr. Murphy and Mr. Silvia in favor. The motion passed unanimously (5-0-0).

Meeting adjourned to Executive Session from 6:40p.m. to 7:38pm

MINUTES

Motion: Mr. Romano motioned to accept the minutes of December 16, 2024, Open Session. Mr. Saunders seconded. The motion passed unanimously (5-0-0).

Motion: Mr. Romano motioned to accept the minutes of December 16, 2024, Executive Session. Mr. Saunders seconded. The motion passed unanimously (5-0-0).

TOWN ADMINISTRATOR

Mr. Samia reported:

- Staffing Updates: Hiring for an administrative assistant for Conservation/Planning is in process. The contract was finalized with the Grant Writer. The Grant Writer attended the December 17, 2024 Department Head meeting, contract details needed to be worked out in order to fully execute.
- A resignation was received from Gregory Weider on the Belonging Committee. Reminder, this opening and other open volunteer opportunities are posted on the Town's website under "Volunteer Opportunities" off the Boards and Committees section.
- Other: Capital Planning met and departments presented their worksheets; The Cannabis Control Commission reached out about a scrivener's error in a Host Community Agreement that was corrected; research is being done on publishing the annual report online versus printing. There is legislation pending regarding this.

ACTION / DISCUSSION

Palmer Capital Presentation, Energy Options: Sumul Shah and Gordon Deane

Mr. Shah addressed the Board as a follow-up to the December 16, 2024 meeting and request for documents. The documents were provided and placed online; Ms. Powers said that the Board received the information today. The Board asked for clarification on what the Board is being asked to consider. Mr. Shah said that due to the

degradation in quality and increased need for maintenance the proposal is for replacement of the turbine with new technology that would be the same size and set to the same specifications. He added that in order to do this, the company is asking for a simplification of the contract terms to help with applying for financing the new equipment.

Mr. Shah reviewed the list of documents he provided. Discussion ensued about the technology, measuring noise levels, slowing the rotors which reduces the power produced, clearing of trees and impacts to the flicker effect, they asked if the bylaw impacts this process and would additional meetings with the Planning Board be needed based on the bylaw.

Public Comment:

Lisa Devlin of Walnut Street addressed the Board, she asked about volume settings and if there was analysis of the loss of revenue per setting.

Jim Anderson of Green Street addressed the Board, he asked if the new technology was at the very cutting edge, highest available.

Ann DeNardis of Mark Drive addressed the Board, she referred to past lawsuits regarding promises made, stolen technology, asked how much is in escrow for the removal of the turbines, asked what the benefit and risk to the Town was, said there are hundreds of noise complaints, she calculated what should be in escrow to date is \$18,314 which is not enough to take down, asked if there is a guarantee they would be quieter, she said she calculated a cumulative benefit to the town of twenty-eight dollars per person using sixteen thousand residents and a benefit of \$454,619 from June, 2023 to May, 2024 and she said realtors cannot sell homes in the area of the turbines.

Bob Espindola of John Street addressed Board via zoom and referred to an email with an attachment he sent today with questions he wanted to ask. The Board advised the email came through without an attachment. Mr. Espindola asked to confirm the size, asked what the difference is with other developers and difficulty obtaining financing, he said net metering rates are complex and asked for calculations at existing and future scenarios and asked for reporting beyond 2020 that is referred to as “pandemic” on the report.

Zach Aubut of Mill Road addressed the Board, he asked the Board to remember why the bylaw was changed after the installation, he mentioned the whooshing sound based on wind direction, suggested a sound survey now that cutting is being done and referred to the original contracts as intellectually dishonest, stolen technology and he asked the Board to do their due diligence.

Karen Isherwood of Teal Circle addressed the Board, she said Mr. Murphy had mentioned her question about clearing and impacts to the flickering effect and asked if there would be a new flicker study.

Grant Menard of Weeden Road addressed the Board and asked what metrics does the Town use to compare to other towns to show savings.

John Methia of Shawmut Street addressed the Board, quoted musician Steven Tyler and commented on the sound and flicker, asked why believe the reports from the company, commented on trust issues due to previous testing with MassDEP where the company knew and the turbines were slowed during the testing, asked the Board to hire an independent investigator to review what the company reported on and to look into other options like solar and move on.

David Wilson of Huttleston Avenue addressed the Board via zoom, he commented on the whooshing sound as unbearable when the wind is strong from the Southwest.

Ms. Powers asked Mr. Shah to come back to give the Board time to review and research what has been presented and discussed tonight (*Attachment A*). Discussion ensued and the Board commented on hearing the concerns, working towards a solution, impacts of the market on the company going out of business and considering replacement with better for the rest of the contract.

Ms. DeNardis added that twenty years from the original contract is not 2042 and commented on the truthfulness of the statement, adding that the company is obligated to maintain them not replace them and asked the Board to review the contract before signing a new contract.

Mr. Aubut asked the Board to not vote to take them down, see if they last and if they do not, it would be like taking them down.

Mr. Shah addresses the comments made throughout and reviewed the following: turning down the sound reduces the power produced, the turbines shut off when the wind is at certain directions and speed because there is only an on or off option where the new turbine technology can be adjusted, the technology is the best for the current turbine size, the Eversource permit requires the rating to be set at 1.5 even though the new machine can be rated for 1.85 so they would be set to what is allowed, solar and other energy contracts have power rates at fixed schedules and the Fairhaven contract has multiple rates and transmission and distribution costs may vary making it prone to spikes and difficult to finance, the December 16, 2024 meeting materials were sent with an excel that can be used to test different calculations, if the contract is not extended then the Town must buy the turbines and during testing MassDEP does require humans to be present to help distinguish sound and he can see if there is technology regarding the question of a fixed point decimal meter to measure audible noise for real time dampening on high noise days.

The Board took a two-minute recess until 8:40p.m. to allow the room to clear.

Buzzards Bay Coalition Intent to Sell: Notice of Non-Exercise of First Refusal Option

Allen Decker of Buzzards Bay Coalition (BBC) addressed the Board and reviewed the request and history. In November of 2023 the BBC came before the Board with the same request and the agreement fell out of contract; BBC has a new buyer and due to statute, this must be presented to the Board again. BBC is asking the Board to not exercise their right of first refusal

Discussion ensued as to the details of the project, how many acres, land type, will the back taxes be paid when out of 61a. Mr. Decker explained that there is a calculation done with Ms. Carreiro and the assessors; the Town takes the greater of either a roll back of the previous 5 years of taxes or a conveyance tax % of the purchase price.

Motion: Mr. Romano motioned to not exercise first refusal on land court lot 28. Mr. Saunders seconded. The motion passed unanimously (5-0-0).

Regional Wastewater Finance Committee

Korin Petersen, Vice President, Clean Water Advocacy for Buzzards Bay Coalition addressed the Board to explain the Committee and invite Fairhaven to participate. She reviewed the estimated cost of wastewater infrastructure surrounding Buzzards Bay is about two billion dollars. The state revolving fund that comes from federal money will not meet these needs. Ms. Petersen said there are alternate revenue sources and shared regional examples. She said the BBC is working with local legislators to create a financing commission to evaluate potential revenue sources that would work for the South Coast and looking to bring the coastal communities together to create a regional group. The Board asked who determines who gets funds from the Cape's version and Ms. Petersen said there is a commission made up of the communities involved that meets to review applications for the funds.

Rick Trapilo of Leeward Way addressed the Board and asked if any of the money was tagged for wastewater in New Bedford. Ms. Petersen said it would be one point two billion of the two billion mentioned earlier.

Motion: Mr. Romano motioned for Fairhaven to participate in planning a Regional Wastewater Finance Committee. Mr. Saunders seconded. The motion passed unanimously (5-0-0).

Harbor Master Plan Update

Harbor Master Tim Cox addressed the Board and referred to the proposal sent to the Board (*Attachment B*). He said they have been asked for input from Fairhaven and Mr. Cox would like to gather input from the Select Board, Conservation and Planning and suggested a joint meeting with the Marine Resources Committee to gather the information.

Rick Trapilo addressed the Board and read a statement (*Attachment C*).

Union Street Tree Removal

Highway Superintendent Josh Crabb addressed the Board regarding tree removal requests at 27 Union Street and 32 Union Street. Letters of opposition were submitted which moves this item to the Select Board.

32 Union Street tree removal. Mr. Crabb researched the tree removal at 32 Union Street and it is due to a Library Project that is partially funded from Community Preservation Act (CPA) funds; a public hearing was conducted with the Select Board and Eversource on September 9, 2024 for a pole relocation that included possible removal of trees in the details. The Board approved the petition at the September 9, 2024 hearing. Eversource representative Ryan Mello addressed the Board and described the need for the removal of two trees as part of the work to bring three-phase power to the Library.

Public Comment:

Michael Botelho of 32 Union Street addressed the Board and spoke in opposition to the removal of trees stating shade, energy savings and the look. He added that he did not receive a postcard about the hearing, the road was dug up for gas and could this have been done at the same time and asked for more work on options, he said there is impact to his property value, the poles are godforsaken ugly, the new poles are denser and he is voicing his discomfort.

Mr. Romano read from a comment letter submitted by Wayne Hayward (*Attachment D*) with an alternative plan.

Eversource addressed the question of options, new plans would be needed and the cost could be to the Library/Town. They did explore multiple options and in doing so changed their original plan to remove three trees to two. Eversource explained the process to bring the three-phase supply to the library. Mr. Crabb restated that the removal of trees was already approved by the Board.

John Whelan of Laurel Street addressed the Board, he said he is a Trustee of the Millicent Library, he reviewed a brief history of the project, the current panel is outdated, is a safety concern and was recommended after a routine insurance inspection, the HVAC system (heating, ventilation, and air conditioning) has passed its useful life. The project estimate was four-hundred and eighty-six thousand dollars of which three hundred and eighty-six thousand dollars came from CPA funds and the Trustees raised the rest. The estimate to go underground would be about two to three thousand dollars (\$2,000.00 to \$3,000.00) per linear foot or about eight-hundred thousand dollars, looking into other options would be an additional cost, plus the design cost and cause delays. He did acknowledge that they should have been more aware of the abutters.

Howe Allen of Center Street addressed the Board and said the trees in the center of town are important to the Town, as a realtor there is aesthetic value, he asked about the wires and if there a concern in a storm for damages to trees, pedestrians and residents, he asked for clarification as to the expenses being Town or Library, he asked if due diligence was done on other options like using lines from Washington Street, will there be other buildings needing additional power upgrades, he said he was surprised the Board allowed the addition of a pole near the church because the building was given to the Town by Henry Huttleston Rogers (HHR), he listed the High School, Library and Church buildings given to the Town by HHR and asked if the Board is honoring what HHR gave to the Town and asked the Board to think of things that affect the beauty and heritage of the Town. He appreciates the work the Board does.

James Anderson of Green Street addressed the Board and referred to an additional letter (*Attachment E*). He said he knew about removal due to a note on the tree, Eversource was not at the Public Works meeting, the project alters the look of the Town, the meeting was a farce and looking for a rubber stamp to a fait accompli, he asked about the process, who decides, how does anyone get a real say if the information is not shared timely and for an independent contractor to review the plan.

Lisa Goldman of Union Street addressed the Board and asked if Eversource looks at options can they present them with the actual cost to evaluate and recommended an independent third party to review.

Eversource representatives met multiple times to discuss options with the project engineers as part of the cost

evaluation part of the process. Antonio DaCunha of GGD Consulting Engineers, LLC addressed the Board and estimated at least five-hundred thousand dollars to go underground or overhead from Union Street and Walnut Street.

Ann Lacasse-Elliott of Union Street addressed the Board and referred to reaching out to the Board in September, 2024 asking the Board to consider the historical preservation aspect and the pole was approved despite this, she asked the Board to be creative in design, she said there is now an ugly metal pole across the street and now taking trees down, she said she supports the Library and is asking for a solution that benefits the historical preservation of the Town and fits the needs of the Library.

Eversource can design a plan to bring the power in whatever way the Town wants and there is a cost associated. The Board asked if the options could be looked at again. Mr. Crabb added that the time to address options would have been at the public hearing and delays now would be additional infrastructure, designs and cost. Mr. Webb added that the application process for the next round of CPA funds is about a year out.

Kathy Lopes of Cedar Street addressed the Board, she is a Library Trustee and they have been working on this project for a long time and it is important to move forward. Additional cost would be to the Town.

Mr. Murphy said a lot has been learned, when pole hearings take place it is important to attend, advanced information and impacts would help to provide more clarity. Replace with two trees for each taken down. Mr. Romano added that it would be beneficial to have more information and costs ahead of time. Mr. Crabb indicated the minutes reflect the information and the pole petition from September 9, 2024 would also have contained the details. Ms. Powers added that more communication and collaboration with the Tree Department and neighbors is needed.

Motion: Mr. Saunders motioned to take down two oak trees approximately twenty-six inches in diameter at 32 Union Street. Mr. Silvia seconded. The motion passed (4-1-0) Mr. Romano opposed.

27 Union Street tree removal request. Mr. Crabb explained that this is a citizen's petition for removal. The tree is a twenty-two-inch maple that is damaged. Opposition was expressed to removing the tree during the hearing.

Public Comment:

Elizabeth Delano of 27 Unions Street addressed the Board, she described the tree damage and that a certified arborist advised her that the tree will most likely split and cause damage where it falls.

Motion: Mr. Romano motioned to approve the tree removal in front of 27 Union Street. Mr. Saunders seconded. The motion passed unanimously (5-0-0).

Building Department Review of Requests for Permit Fee Waivers: Town Buildings

Director of Inspectional Services/Building Commissioner Rick Forand addressed the Board. During his tenure he has seen approximately three-hundred thousand dollars in fees waived with most coming from Town buildings. In his experience with grant funded projects, the fees can often be charged and covered within the grant. Mr. Forand's preference is to collect the fees and review requests to waive the fee on a case-by-case basis through a process.

Ms. Powers asked Mr. Forand to work with Mr. Samia on a policy proposal for the Board to review.

Building Department: Rate for Local Inspectors

Mr. Forand addressed the Board and presented his request to increase the flat fee paid to local inspectors to forty-five dollars (\$45.00) per inspection. Discussion ensued about comparable towns' rates, retention of inspectors, work is done after the inspector's regular job and the need to have a comparable rate. The fees collected include the cost for the inspector, the proposal is not a new fee and the fees collected do not include waived fees so money from fees is going back into the general fund.

Motion: Mr. Romano motioned to increase the flat fee for all local inspectors to forty-five dollars (\$45). Mr. Saunders seconded. The motion passed unanimously (5-0-0).

Motion: Mr. Romano motioned the effective date of the new flat fee for local inspectors as February 1, 2025. Mr. Saunders seconded. The motion passed unanimously (5-0-0).

Establish a Public Safety Complex Committee

Fire Chief Todd Correia and Police Chief Dan Dorgan addressed the Board and asked for the creation of a Committee to address the need for a Public Safety Complex and look out to when schools are rolling off borrowing and to utilize capital money earmarked by former Town Administrator Mark Rees for land acquisition and initial design. Chief Correia asked for the Chiefs and the School Superintendent to be included, the new building could include School Administration as well.

Brief discussion on potential sites, creating a working group that answers to the Select Board and Town Administrator and representation from across Town departments and residents including: Finance Committee, At-Large members, Select Board, School, Building and Conservation.

Motion: Mr. Romano motioned to create a Public Safety Committee reporting to the Select Board and Town Administrator. Mr. Saunders seconded. The motion passed unanimously (5-0-0).

Planning for Permanent Town Administrator

Ms. Powers referred to a handout (*Attachment F*) containing the last search firm proposal and Town Administrator profile and suggested tailoring it to cut down on the cost of a consulting firm.

Discussion ensued about source of available funds, some staff doing multiple jobs, having a thorough process and transparency, use a consultant and cut down the scope by completing some of the work like the Town profile to reduce the cost and need for a request for proposal (RFP) process, the Board has one-hundred and eighty days for the interim, use the community in the screening process and use a consultant for referral and background checks.

Mr. Samia will make calls and ask for quotes and review funds available with Ms. Carreiro.

BOARD MEMBER ITEMS / COMMITTEE LIAISON REPORTS

The Board tabled this item due to the lateness of the hour. Mr. Murphy handed out Whitfield/Manjiro Society applications and said there will be a Walk for Jesus on January 26th on the bike path, more to come on this.

PUBLIC COMMENT

Brian Messier addressed the Board via zoom and complimented the Board on making it through a tough night.

CORRESPONDENCE

- Public Employee Retirement Administration Commission (PERAC) FY26 Appropriation Memo

NEWS AND ANNOUNCEMENTS

The next regularly scheduled Select Board meeting is *Monday, January 27, 2025* at 6:30 p.m.

Meeting adjourned at 10:49p.m.

Respectfully submitted on behalf of the Select Board Clerk (ah)

ATTACHMENTS:

- A. Fairhaven Wind, LLC handout
- B. Harbor Master Plan proposal
- C. Statement: Rick Trapilo
- D. Tree Removal Comment: Wayne Hayward
- E. Tree Removal Comment: James Anderson
- F. Town Administrator Planning: sample documents

Approved on January 27, 2025
Amended and approved February 10, 2025

**LEASE OF TOWN LAND
FOR WIND TURBINE ELECTRIC GENERATION**

Attachment A

1. Parties. This lease is entered into the 31 day of July, 2007 by and between the Town of Fairhaven, 40 Centre Street, Fairhaven, MA 02719, acting by and through its Board of Selectmen (the "Town"), and CCI Energy, LLC, 8 Bay View Avenue, Plymouth, MA 02360 ("CCI") (hereinafter, the "Lease").

2. Leased Premises. Subject to the terms and conditions set forth herein, the Town hereby leases to CCI the following: (i) two areas of 10,000 +/-square feet each (each a "Site" and collectively, the "Sites") and (ii) the right to use on a non-exclusive basis certain parcels (the "Accessory Parcels") for access to the Sites and to construct, operate, and maintain electric transmission lines, transformers, telecommunications equipment and other related facilities and equipment in the Accessory Parcels. (The Sites together with the Accessory Parcels are hereinafter referred to collectively as the "Leased Premises".) The Sites are located within three larger parcels of land shown on Fairhaven Assessors Map 28 as Lots 8, 8A and 9 (collectively the "Large Parcel"). The Sites shall be used for the purpose of constructing, operating, repairing and maintaining thereon two wind turbine electric generating facilities (the improvements to be constructed on the Leased Premises are sometimes referred hereinafter as the "Project"). The preliminary location of the Leased Premises, is more accurately shown on a plan entitled "Town of Fairhaven, Preliminary site Plan for Wind Turbine Project". The definitive location of the Leased Premises will be shown on a plan to be produced by CCI pursuant to Section 9(a) of this Agreement. Except as otherwise set forth herein, all of CCI's rights to access and use of the Leased Premises shall end upon termination of the Lease term, or of any extension thereof.

3. Term of Lease. The Lease term shall commence upon execution, at which time the Town shall deliver full possession of the Leased Premises to CCI, and shall terminate twenty (20) years from Commencement of Operations, unless the term is extended as provided in Section 12(b) hereof. "Commencement of Operations" is the first day of the month following the month in which the Project commences operation in parallel with the NStar electric power distribution system ("EPS") (the "Actual Start Date"). The operation of the turbines solely for the purpose of testing shall not be considered the Commencement of Operations. Upon the Commencement of Operations, CCI shall execute and deliver to the Town a "Memorandum of Commencement of Operations" which identifies the date on which the Commencement of Operations occurs. Such memorandum shall include a written notice from NStar that interconnection with the EPS is authorized.

4. Rent. In consideration for the Town providing CCI with the rights set forth in this Lease, CCI shall make the following payments:

(a) **Interim Rent.** Prior to the Commencement of Operations, CCI shall pay to the Town the sum of One Hundred Dollars (\$100) per calendar year quarter in advance no later than the last business day of the month immediately prior to the calendar year quarter. Such payments shall stop after the Commencement of Operations.

(b) **Partial Rent.** Together with the first full payment of Base Rent due hereunder as hereinafter provided, CCI shall pay to the Town as Partial Rent an amount equal to the product

of (i) the number of days from the Actual Start Date to the last day of the month in which the Actual Start Date occurs and (ii) the Base Rent which is payable for the first full calendar quarter calculated on a per diem basis.

(c) Base Rent. Upon the Commencement of Operations, CCI shall make quarterly rent payments to the Town equal to the greater of (i) the MWh Rent Amount as calculated in subsection 4(c) or (ii) \$25,000 (such quarterly rent, the "Base Rent"). The first Base Rent payment shall be due in the fourth month after the Commencement of Operations, and shall be made every three months thereafter, no later than the last business day of the month next following the end of each successive quarter. (For example, if the Actual Start Date is in May, and the Commencement of Operations is June 1, then the first Base Rent payment would be due by the last business day in September.) Notwithstanding the foregoing, in the twelve-month period commencing on the Commencement of Operations (hereinafter, "Contract Year") and all subsequent Contract Years during the initial term, the total Base Rent payment due for such Contract Year shall not exceed the greater of (i) the sum of the quarterly Mwh Rent Amounts for such Contract Year or (ii) \$100,000.

(d) MWh Rent Amount: The MWh Rent Amount is the product of \$12.80/MWh times the sum of the gross MWhs generated and sold in the previous three calendar months, provided, however, the MWh Rent Amount shall be increased (but not decreased) commencing on the tenth anniversary of the Commencement of Operations by any amount equal to twenty percent (20%) of the product of (x) the number of MWh generated and sold to all third parties or entities times (y) the excess amount paid by all such third parties or entities which is in excess of a weighted average of \$100.00/MWh escalating each year commencing on the eleventh anniversary of the Commencement of Operations at 3% per year with respect to sales of electrical energy and/or capacity from the Project during each such three month period. For example, if in the eleventh year, CCI sells 5,000 MWhrs to third parties for \$750,000 resulting in a weighted average of \$150.00/MWh for the sale of electrical energy and capacity, or \$47.00 in excess of the then inflated rate of \$103/MWh, CCI would owe the Town an additional amount hereunder equal to \$47,000 (20% x \$47/MWh x 5,000 MWh). In the event of a combined sale (sometimes referred to as "bundling") of electrical energy and capacity with other goods, services, or marketable commodities, the sale price of electrical energy and capacity used for the purpose of the MWh rent calculation pursuant to this subsection shall be the price as if sold separately and not in combination; with the intent that the price used in the MWh rent calculation not be impacted by pricing factors which might otherwise arise as a result of the combined sale.

(e) Tax Payment Credit: CCI shall credit against the rental payment due each quarter the amount of property taxes owed by it to the Town of Fairhaven during the quarter covered by that payment. In the event that a property tax payment credit exceeds the rental payment due for that quarter, CCI may carry over the excess credit, and credit it against successive rent payments due during the same Contract Year until the credit is exhausted but not beyond the same Contract Year, and provided that under no circumstances will the Town be obligated to repay or reimburse CCI for tax payments. In the event that at the time CCI is obligated to make a quarterly payment the amount of the property taxes are not yet known, such quarterly payment will be reduced by an estimated tax credit based on the taxes due for the previous fiscal year provided that such credit will be adjusted when the amount of the property taxes for the current fiscal year becomes known.

(f) Extension Base Rent. In the event that CCI exercises one or both of its options to extend the term of this Lease, CCI shall pay to the Town as rent for each Contract Year during the extended term the greater of (i) the Base Rent due hereunder payable as provided in Section 12(b), as determined in accordance with Section 4(c), for the Contract Year or (ii) the "Extension Base Rent" for the Contract Year which is the product of (x) 50% and (y) CCI's Net Cash Flow for the Contract Year. For the purposes hereof, "CCI's Net Cash Flow" shall mean the amount by which CCI's Revenue for any Contract Year exceeds CCI's Expenses for such Contract Year where CCI's Revenue and CCI's Expenses mean, respectively;

- (i) CCI's Revenue. With respect to any Contract Year, the amounts actually received by CCI from the Leased Premises from the sale of electricity during such period and other miscellaneous income actually received by CCI from the operation of the Leased Premises during such period, calculated on a cash basis, including all interest income earned on bank accounts that CCI maintains with respect to the Project (but excluding interest on funds held in reserve and from which withdrawals are restricted in accordance with requirements of a financing agreement), and including funds released from reserve to the extent those funds were paid into reserve during the lease extension period, and any proceeds of any loan received by CCI. CCI's Revenue shall not include: (i) any amount attributable to any period prior to the twentieth (20th) Contract Year, no matter when received; (ii) condemnation awards and the proceeds of casualty insurance and proceeds of business interruption insurance or similar insurance, except to the extent that such award or proceeds represents compensation for lost income; (iii) except to the extent such amounts reimburse CCI for the loss of an amount that would be included in Revenue, any amount paid by a third-party to CCI arising out of the breach of any representation or warranty made to CCI or the breach of any covenant made with CCI, or any indemnity payments received by CCI; (iv) any amounts received by CCI in connection with the sale or disposition of all or any part of the Project; and (v) refunds and abatements of property taxes, except to the extent that such tax had been previously counted as an expense for the purpose of the calculation of the Extension Base Rent under this Lease.
- (ii) CCI's Expenses. With respect to any Contract Year, all costs and expenses actually paid or accrued and the amount of bills received for expenses incurred during such period incident to the construction, operation, repair, improvement, alteration and maintenance of the Project. Expenses shall include, without limitation: (i) management fees not to exceed \$50,000 per year as of the commencement of Lease term and escalating at 2.5 percent per year at the start of each subsequent Contract Year; (ii) any costs and expenses in connection with marketing and advertising; (iii) all amounts payable to any reserves required hereunder or by any lender, whether for capital improvements, alterations, replacement of furniture, fixtures and equipment, decommissioning, removal, or site restoration and for property taxes assessed or reasonably anticipated to be assessed against the Project; (iv) costs for insurance premiums; (v)

payments for sales commissions; (vi) all reasonably necessary costs and expenses (regardless of their treatment as capital or ordinary in nature for accounting and tax purposes) incident to the repair, replacement, maintenance and operation of the Project or to comply with any applicable legal requirements; (vii) all taxes (other than income taxes) of CCI related to the Project; (viii) duties, water and sewer charges; (ix) accounting and auditing fees; (x) with respect to a loan made to the Project after the 20th anniversary of the Commencement of Operations, payments of principal and interest; and with respect to a loan made to the Project prior to the 20th anniversary of the Commencement of Operations, that portion of the payments of principal and interest, made in repayment of that portion of the loan proceeds which was used for a legitimate business purpose and was not borrowed solely for the purpose of increasing CCI's Net Cash Flow; and (xi) all other expenses in connection with the operation of the Project or otherwise incurred in connection with CCI's obligations under this Lease. Notwithstanding anything to the contrary herein contained, CCI's Expenses shall not include payments due on any loans (x) to any affiliate of CCI without the consent of the Town, such consent not to be unreasonably withheld or (y) which resulted in a special distribution to CCI during the initial term hereof. After the initial term, except for management fees subject to the dollar limitation set forth above, CCI shall not make any payment to any affiliate of CCI including, without limitation, any payment of the proceeds resulting from a refinancing, nor will CCI incur any obligation to any affiliate of CCI as an expense of CCI, in each case without the approval of the Town, such approval not to be unreasonably withheld.

(g) Payment of Extension Base Rent. Not later than sixty (60) days after the end of each Contract Year, CCI shall calculate the Extension Base Rent for the immediately preceding Contract Year and shall provide such calculation to the Town with appropriate supporting documentation. Such documentation shall include (a) a balance sheet, income statement and cash flow statement for the Contract Year; (b) MWh of electricity and other products sold in the Contract Year; and (c) a certificate signed by an authorized officer of CCI that he has reviewed the submittal and calculations; and that the submittal is a correct representation of the matters set forth and was prepared in accordance with the terms of this agreement. If the Extension Base Rent exceeds the Base Rent payable for such Contract Year, then CCI shall promptly pay the difference to the Town.

5. Energy Rent

(a) Delivery to the Town. In addition to the obligation to pay Base Rent and Extension Base Rent as set forth in Section 4 above, CCI agrees to install a direct electrical interconnection with the Waste Water Treatment Plant ("WWTP") owned by the Town and located adjacent to the Leased Premises and, as of the Commencement of Operations, to deliver to the WWTP energy generated by the Project (the "Energy Rent"). Notwithstanding the then market price for electricity, the Town shall pay CCI the rate of \$0.07 per kWh, such rate to escalate three (3) percent per Contract Year, with the first escalation to commence on the first anniversary of the Commencement of Operations (such rate as increased each Contract Year, the

“Town Cost”). The amount of energy to be delivered to the Town by CCI as Energy Rent for use at the WWTP shall equal (i) the amount required to serve the WWTP’s actual demand, or (ii) the amount actually generated and delivered by the Project coincident with that demand, whichever is lower. The Town acknowledges that it will require supplemental energy service from NStar or a competitive supplier for those hours during which the actual demand of the WWTP exceeds the coincident output of the Project. The Town will provide CCI with reasonable access to the WWTP and across the Large Parcel for the purpose of installing, monitoring, maintaining, repairing and replacing any equipment reasonably necessary for the delivery of Energy Rent to the WWTP. CCI shall comply with applicable industry standards in providing electrical service to the WWTP and any Additional Load as defined below. Within 90 days from the date of this Lease, CCI shall propose detailed operating standards and protocols for providing electrical deliveries to the WWTP, which shall be subject to approval by the Town, such approval not to be unreasonably withheld.

(b) Additional Electrical Loads. In the event that the Town or the Project qualifies under Massachusetts law to receive additional energy from the Project to the WWTP and/or other Town-electrical loads on a net-metering basis and CCI or the Project qualifies to deliver such additional electrical loads and, with regard to Town electrical loads other than the WWTP, without the requirement of installing a direct interconnection to each additional electrical load (collectively, the “Additional Load”), the Town has the right, but not the obligation, to require that CCI serve such Additional Load from the Project in accordance with applicable law, up to the amount of energy generated by the Project, at the Town Cost as such cost is calculated in accordance with Section 5(a) (the “Additional Energy Rent”) except that: (i) all incremental costs, if any, associated with such additional delivery shall be borne by the Town; (ii) CCI will not be considered a public utility or an electric company under applicable federal and state law or CCI can obtain waivers of such regulation, provided that the Town shall pay all applicable costs of obtaining the waivers, if any; (iii) such delivery will not conflict with any contractual obligation of CCI; (iv) the Town shall have the right to exercise this right one time only during the initial term of the Lease and only for such additional load or additional buildings as shall be specified by the Town, except that, subject to the provisos in this Section 5(b), the Town may subsequently exercise this right with regard to any Additional Load which is authorized by a subsequent change in law, or with regard to newly created Additional Load, including but not limited to subsequent new construction; and (v) once the Town exercises this right, CCI shall continue to pay the Additional Energy Rent for the Additional Load, and the Town shall continue to pay the Town Cost, as applicable, for the remainder of the term of this Lease. CCI shall commence the delivery of Additional Load to the Town under this Section (i) no later than one hundred (120) days following notice to it by the Town of the Town’s exercise of its rights hereunder or (ii) such later date as the Town and CCI may mutually agree.

(c) CCI’s Rights to Contract with Other Customers. With respect to contractual obligations referenced in Section 5(b)(iii) of this Lease, except with the prior written consent of the Town, any power sale agreement entered into by CCI shall allow CCI to reduce or suspend delivery to the buyer by the amount of the Additional Load to the Town by providing the buyer no more than ninety (90) days notice prior to the commencement of the delivery of the Additional Load to the Town in order to allow the buyer to arrange for an alternative supply. Notwithstanding anything in this agreement to the contrary, CCI may discontinue deliveries to the WWTP and any Additional Load and sell such energy and capacity to any other party if

theTown is in default of its payment obligations under Section 5(d) hereof and theTown has not cured such payment default within the allowed time period.

(d) **Payment by Town.** CCI shall issue invoices monthly to the Town delivered by email, facsimile or hand. All invoices to the Town will be based on actual metered energy deliveries for the prior calendar month. Payment shall be due within twenty (20) days of the date of the invoice. Except to the extent of any amount of an invoice which is in dispute, if payment has not been received within thirty (30) days of the date of the invoice, CCI will notify the Town in writing of its default under this Lease, attaching a copy of the past due invoice. All payment defaults must be cured within thirty (30) days of receipt of such notice. If payment is not received within thirty (30) days of the notice of default, CCI may at its sole option cease power sales to the Town and enter into alternative power sales arrangements. In the event of dispute of an invoiced amount, the Town shall pay the undisputed amount within twenty (20) days of the date of the invoice. The Town may request and attend a test of the meter utilized for measuring energy sales to the Town. If the meter is accurate to within 1.0 percent, the Town shall pay the cost of the meter test. If the deviation is greater than that amount, CCI shall pay for the meter test. If the deviation is found to be in excess of 1.0 percent, adjustments to previously issued invoices, consistent with the outcome of the meter test, shall be limited to the last three invoices.

6. **Security.** As security for CCI's obligations under this Agreement, CCI shall provide to the Town upon execution of this Agreement either cash, a certified check or a letter of credit (which letter of credit must be reasonably satisfactory to the Town), in the amount of \$5,000; or in lieu of the foregoing, at the written request of CCI and with the written consent of the Town, which consent shall not be unreasonably withheld, conditioned or delayed, the meteorological data obtained at the Leased Premises shall be provided as security, provided the Town shall not use such data unless either party terminates this Agreement prior to Commencement of Operations. Either the monetary security deposit or the meteorological data shall be held in escrow by the Town. The Town shall return the monetary security deposit, or the meteorological data, to CCI upon the Commencement of Operations.

7. **Termination Rights and Other Remedies.**

(a) Prior to Commencement of Operations, CCI shall have the right to terminate the Lease upon thirty (30) days' prior written notice to the Town, subject to forfeiture of the security deposit under Section 6.

(b) The Town shall have the right to terminate the Lease after thirty (30) days' prior written notice to CCI, as hereinbelow provided, upon the occurrence of one or more of the following conditions:

- (i) Failure of CCI to pay Base Rent for two consecutive quarters.
- (ii) Failure of CCI to submit to the Town a plan of the definitive location of the Leased Premises, and to order two wind turbines for the Leased Premises and to make the requisite down payment no later than December 31, 2007.
- (iii) Failure of CCI to have the wind turbines delivered to the Leased Premises on or by June 30, 2008 (or by December 31, 2008 in the event CCI is not

able to obtain the two Vestas turbines currently owned by the Massachusetts Technology Collaborative (the "MTC Turbines")).

- (iv) Failure of CCI to reach Commencement of Operations by January 1, 2009 (or by July 1, 2009 in the event CCI is not able to obtain the MTC Turbines).
- (v) Failure of CCI to comply with any Material Term or condition of this Lease.

If CCI fails to comply with any other provision of this Lease other than as provided in (i) - (v) above on account of a default which failure does not entitle the Town to terminate this Lease, and the Town successfully establishes in an appropriate court of law beyond any applicable appeal period that CCI did cause a default under this Lease, then CCI shall reimburse the Town for its reasonable legal fees and costs in addition to any other damages which might be awarded to the Town in any such proceeding. For the purpose of this provision, a "Material Term" of the Lease shall mean the obligation to pay rent, deliver energy, comply with material provisions of applicable laws and regulations, maintain insurance and pay an indemnity hereunder.

CCI shall not be in default hereunder and the Town shall not terminate this Lease if any default by CCI under subsections (i) -(v) is cured within thirty (30) days of written notice to CCI from the Town of such default, or if such default is of such a kind that it cannot be cured within such thirty (30) day period, then within such longer period of time as may be reasonably necessary to cure such default, provided that CCI begins to cure the default as soon as is reasonably practical and diligently pursues such cure to completion and, provided further that such cure is completed within twelve (12) months of the initial default.

(c) If either CCI or the Town terminates the Lease, CCI shall provide the Town with the meteorological data it has collected or obtained on the Leased Premises free of charge and without restriction by CCI as to use. CCI makes no warranties or representations concerning the accuracy of such meteorological data.

8. Payment for the Town's Expenses. In connection with RFP No.2006-1, CCI has paid the Town \$50,000 as a deposit for past and ongoing professional services and expenses incurred in connection with the RFP and the Project. Promptly after the execution of this Agreement and again at the Commencement of Operations, the Town shall provide CCI with a detailed report which describes the expenditure of funds which the Town has deducted from the money provided by CCI together with such reasonable documentation and invoices as CCI may request. If any of such funds have not been expended for such services as of the earlier to occur of the termination of this Agreement or the Commencement of Operations, any unexpended funds shall be returned to CCI within thirty (30) days after the Commencement of Operations.

9. CCI Obligations. CCI shall, at its sole expense:

(a) Obtain all necessary legal approvals, consents, franchises, permits, licenses, certificates, inspections and authorizations required by any governmental authority, including all environmental permits, licenses, easements and other approvals necessary for the location (including, but not necessarily limited to, approval of a plan of the definitive location of the Leased Premises), construction and operation of the Project ("Required Approvals").

(b) Obtain an interconnection agreement with any company or organization for which it is necessary to obtain an interconnection agreement, including NStar and ISO-New England. CCI shall comply with any applicable requirements of NStar and ISO-New England.

(c) Consult with the Town for informational purposes regarding the licensing, construction and operation of the Project, when requested by the Town.

(d) Prevent and remove any mechanics liens filed against the Leased Premises, or if CCI chooses to contest the lien, to provide security to the Town in a form and amount that is reasonably acceptable to the Town.

(e) Comply with all material governmental requirements, rules, regulations, and conditions applicable to the Project.

(f) Comply with all provisions addressed in the Lease Document SITE DESCRIPTION AND CONDITIONS OF USE contained in the Fairhaven RFP No.2006-1 regarding Conditions of Site Use.

(g) Comply with the Design Standards currently set forth in the Town's Wind Energy by-law related to location and site design, which include the following, among others:

- Setback of the overall height of the wind turbine from the nearest residential or commercial structure, and not less than 100 feet from any property line.
- Maximum height of 350 feet from the natural grade to the top of the hub where the rotor attaches.
- Compliance with noise requirements through either (a) a setback of 600 feet from the nearest property line; or (b) demonstration that noise from the proposed turbine would not exceed 60 dBA at the nearest property line.
- Requirement that all utility connections be underground except to the extent that underground utilities are not feasible.

(h) Use commercially reasonable efforts to minimize impact on water resource areas, including salt marshes, wetlands, vernal pools, and other regulated areas.

(i) Use commercially reasonable efforts to avoid interference with future expansion of the WWTP on areas to the south of the existing developed area. (The Town shall not expand the WWTP onto the Sites.)

(j) Use commercially reasonable efforts to avoid interference with the operation of the existing radio tower, including both electromagnetic interference with tower signal transmissions and physical interference with and setback from the tower and its guy wires. Such commercially reasonable efforts may include CCI and the owner of the existing radio tower mutually agreeing to relocate all or a part of the radio tower.

(k) Minimize impacts on the existing recreational facilities, including the bicycle path and picnic areas, as well as the access to and views of the abandoned structures.

10. Town Obligations.

(a) The Town shall cooperate in CCI's efforts to obtain financing for the Project, and all necessary approvals, licenses, and permits for the construction, operation, repair and maintenance of the Project, provided that the Town shall not be required to take any action

involving the expenditure of funds or to expend funds in support of the Project or to subordinate payments owed to it under the Lease to any lender or holder of any security interest; and provided, further, that nothing herein shall prevent any Town department or agency from enforcing any existing applicable law, statute, bylaw, rule or regulation which it has the right to enforce; provided, however, that, except as may be required by general law, the Town shall not amend any such law, statute, bylaw, rule or regulation, or put into effect any new law, statute, bylaw, rule or regulation, which will result in a charge or fee, or impose an obligation, which is applicable to CCI but which is not applicable to all of the inhabitants of the Town on the same basis that it is applicable to CCI, or which will unreasonably interfere with CCI's ability to perform its obligations hereunder or to conduct its business.

(b) Except when exercising its regulatory authority, the Town shall not interfere with CCI's use of the Leased Premises; provided, however, that CCI is in compliance with its obligations under this Agreement prior to the expiration of all applicable cure periods.

11. Removal of Project Facilities and Security. CCI shall comply with the provisions of the Town's wind energy by-law regarding removal of the Project at the end of the term. To secure the payment of the cost of removing the Project at the end of the term, CCI shall make certain payments to the Town as hereinafter provided (the "Removal Security Deposit"). CCI shall make an initial \$500.00 payment to the Town prior to the commencement of construction on the Leased Premises for the Removal Security Deposit which the Town agrees to hold in escrow in a bank account established by the Town for this purpose only; thereafter, CCI shall make additional payments for the Removal Security Deposit to the Town to be held in escrow on or before the rental due dates in the amount of \$0.0003 per KWH generated in the previous quarter. The Town shall deliver the Removal Security Deposit to CCI upon the removal of the Project from the Leased Premises by CCI; provided, however, if CCI does not remove the Project from the Leased Premises by not later than six (6) months after the termination of the Lease, then the Town may retain the Removal Security Deposit, pay the reasonable cost of removing the Project from the Leased Premises from the Removal Security Deposit and return the remaining balance, if any, to CCI. CCI agrees that the Project will not be considered to have been removed pursuant to subsection (i) above unless CCI has restored the surface of the Sites as near as is reasonably practicable to its original condition at the beginning of the term of this Lease; provided, however, that CCI shall not be required to remove any underground installations located in the Accessory Parcels nor any installations in the WWTP. In addition to the Removal Security Deposit, the Town shall have a first lien on the Project which shall be superior to the interests of the Massachusetts Technology Collaborative (the "MTC") and to the interest of any other lender with a security interest in the Project solely for the purpose securing the cost of removing the Project from the Sites and restoring the surface of the Sites as hereinabove provided.

12. Parties' Rights at the End of the Term.

(a) Not earlier than two (2) years prior to the expiration of the Term, or prior to the expiration of any extension thereof, the Town shall have the right to fully inspect, examine and perform non-destructive testing on the Project buildings, structures, improvements and fixtures, and to inspect the books and other records of CCI relating to its energy production, maintenance, repairs, replacement, and costs of operation. The Town and the Town's representatives, agents and designees will have the right, at reasonable times and upon reasonable notice to CCI, (which

notice must describe the scope of the planned testing and investigations) to enter upon the Leased Premises. However, the Town agrees that:

- (i) all tests and investigations will be at the Town's sole cost and expense;
- (ii) the persons or entities performing such tests and investigations will be properly licensed and qualified and will have obtained all appropriate permits therefor;
- (iii) CCI will have the right of approval (which will not be unreasonably withheld or delayed) of any proposed physical testing or drilling;
- (iv) the Town will advise CCI in advance of the dates of all tests and investigations and will schedule all tests and investigations during normal business hours whenever feasible unless otherwise requested by CCI;
- (v) CCI will have the right to have a representative of CCI accompany the Town's representatives, agents or designees while they are on the Leased Premises; and
- (vi) the Town will indemnify, defend and hold CCI harmless for, from and against any and all claims, damages, costs, liabilities and losses (including mechanics' liens) arising out of any entry by the Town or its agents, designees or representatives; provided, however, that the Town shall not be liable for any existing condition which is revealed by the Town's inspection. This indemnity shall survive the end of the term.

The Town shall also have an option to purchase the Project at its then fair market value upon the condition that, on the date on which the Town exercises such option, and on the Closing Date, as hereinafter defined, no default by the Town has occurred and is continuing. If the Town intends to exercise such option, it shall, not later than eighteen (18) months prior to the expiration of the original term, or the extended term, if any, first give written notice to CCI which notice shall state the Town's proposed fair market value of the Project. If the Town and CCI do not agree upon the fair market value of the Project within thirty (30) days from the date of such notice (the "Negotiation Period") then, prior to the end of the Negotiation Period, either party may call for an appraisal which appraisal shall establish the Fair Market Value of the Project as follows.

The Fair Market Value of the Project shall be determined by appraisers (who shall hold the MAI designation and who shall have particular expertise in appraising energy related projects located in the New England area), one to be chosen by the Town, one to be chosen by CCI, and a third to be selected, if necessary, as below provided. The appraisal shall be based upon accepted methods of valuation of fair market value appropriate to the circumstances as determined by the appraisers, and without limitation of any other facts which may be considered, may include consideration of the economics of the Project as a going concern, giving due consideration to the energy market at the time of the appraisal, the Project's operating history and costs (including payments due to the Town hereunder), and the remaining life of this Lease assuming CCI exercises all of its options to extend the term of the Lease. The Town and CCI shall each notify the other of its chosen appraiser within fifteen (15) days following the call for appraisal. Such two appraisers shall attempt to reach a unanimous decision within thirty (30) days after their designation. If such two appraisers do not reach a unanimous decision within such time, they

shall be afforded seven (7) days to choose a third appraiser. If they shall be unable to select a third appraiser, then they shall so notify the then President of the Greater Boston Real Estate Board and request him to select an impartial third appraiser, who shall hold the MAI designation and who shall have experience appraising energy related projects in the New England area. Such impartial third appraiser and the first two chosen shall hear the parties and their evidence and render their decision not later than fifteen (15) days after such hearing. The written decision of a majority of the three appraisers shall be conclusive. The Town and CCI shall bear the expense of the third appraiser (if any) equally.

Not later than six (6) months following the date of determination of Fair Market Value, the Town may exercise its option to purchase the Project as set forth in this Section by giving written notice to CCI of the Town's exercise of the option in which event CCI shall sell, and the Town shall buy, the Project at the Fair Market Value as mutually agreed upon between the Town and CCI during the Negotiation Period, or in the event that there is no such agreement, then at the Fair Market Value as determined by the appraisal process. If the Town does exercise its option, then the sale shall be upon the terms set forth in this Section, including the following.

- (i) Included in the sale as part of the Project are the buildings, structures and improvements now or hereafter constituting the Project and the fixtures belonging to CCI and used in connection with the Project.
- (ii) The Project shall be conveyed by a good and sufficient Bill of Sale free of all warranties, except a warranty of good title, running to the Town, or to the nominee designated by the Town, and such Bill of Sale shall convey a good title thereto, free from all encumbrances.
- (iii) The purchase price for the Premises shall be paid at the time of delivery of the Bill of Sale by wire transfer of federal funds to such bank account as CCI shall designate.
- (iv) Such Bill of Sale shall be delivered at 10:00 a.m. on the last day of the term, or on the last day of the extended term, if any, or if such day is not a business day, then the first business day thereafter (the "Closing Date"), at the offices of Foley Hoag LLP, 155 Seaport Boulevard, Boston, Massachusetts 02210, unless otherwise agreed in writing. It is agreed that time is of the essence.
- (v) Full possession of the Project shall be delivered at the time of delivery of the Bill of Sale.
- (vi) CCI is not making, and has not at any time made, directly or indirectly, any warranties or representations of any kind or character, express or implied, with respect to the Project including, but not limited to, any warranties or representations as to merchantability, fitness for a particular purpose, title, zoning, tax consequences, physical or environmental condition, operating history or projections, valuation, governmental approvals, governmental regulations, or any other matter or thing regarding the Project. The Town has not relied upon and will not rely upon, either directly or indirectly, any representation or warranty made by or on behalf of CCI, nor any representative of CCI with respect to the

Project. Upon closing CCI shall sell and convey to the Town and the Town shall accept the Project "As Is, Where Is, With All Faults," Provided, however, CCI shall transfer to the Town any and all transferable warranties or guarantees, if any, issued by a third-party with respect to the buildings, structures, improvements and fixtures of the Project being transferred to the Town at Closing. Except to the extent of any such warranties or guarantees, which warranties or guarantees will impose no liability on CCI, the Town shall assume the risk that adverse matters including, but not limited to, construction defects and adverse physical and environmental conditions may exist. The Town, upon closing, hereby waives, relinquishes and releases CCI, its partners, and CCI's direct and indirect officers, directors, shareholders, members, employees, agents, attorneys, accountants, consultants, representatives and affiliates (collectively, the "CCI Parties") from and against any and all claims, demands, causes of action (including causes of action in tort), losses, damages, liabilities, costs and expenses (including attorneys' fees and court costs) of any and every kind of character, known or unknown, which the Town might have asserted or alleged against the CCI Parties (or any of them) at any time by reason of or arising out of any construction defects, physical or environmental conditions, the violation of any applicable laws and any and all other matters relating to the Project. Should any clean up, removal of hazardous materials or other environmental conditions on the Leased Premises or the Large Parcel be required, it is hereby understood and agreed that such clean up and removal shall be the responsibility of the Town and the occurrence of any such clean up or removal shall be at no cost or expense to CCI or any of the CCI Parties.

(b) In the event that the Town does not exercise its option to purchase the Project and CCI is not in default of its obligations under this Agreement beyond all applicable periods of cure, then CCI shall have the right, upon written notice given to the Town not later than ninety (90) days after the last day that the Town was entitled to exercise its option, or ninety (90) days prior to the expiration of the then existing term, whichever last occurs, to extend the term of this Agreement for an additional term of five (5) years, and, if exercised, thereafter for a second consecutive term of five (5) years upon the same terms and conditions. The rental payments due under the initial term of the Lease, shall continue to be adjusted pursuant to the terms of the Lease through any extensions thereof. The rights and obligations of the parties hereunder shall continue through any extensions.

(c) The Town shall have the option to discontinue its receipt of electrical energy from the Project pursuant to Section 5(a) or 5(b), or both, during any extension of the term of this lease by CCI, provided that the Town has given written notice to CCI not less than seven (7) months prior to the expiration of the then existing term of the Town's intention to discontinue its receipt of electrical energy from the Project, and in the absence of such notice CCI shall continue to deliver electrical energy to the Town during the extension term pursuant to the provisions of Section 5 of the Lease.

13. No Interference. During the term of this Lease, as it may be extended, the Town agrees not to take any action on the Large Parcel which would adversely affect the compliance of the

Project with any applicable laws, bylaws, rules and regulations including, without limitation, the compliance with the provisions of the Town's zoning bylaws, nor will the Town sell, lease or otherwise convey any interest in the Large Parcel, or any part thereof, to any other party, or permit any use of the Large Parcel, or any part thereof, by any other party, for the purpose of utilizing wind resources to generate electricity. The Town shall not interfere with, and shall not allow any other party under its control to interfere with the free, unobstructed and natural wind flow over and across the Large Parcel in a manner that would adversely affect the operation of the Project or any of CCI's rights under the Lease. Notwithstanding the foregoing, the Town shall not be obligated to remove or modify any existing structures on the Leased Premises or any trees or other natural features.

14. Right to Enter. Subject to Section 13, and without limiting the rights granted to the Town pursuant to Section 12(a), the Town, and its agents, employees, and servants shall have access to the Leased Premises during the term of the Lease and, with respect to the fenced areas of the Sites, by reasonable notice to CCI given not less than one (1) business day in advance of the Town's entry. The Town shall only enter the fenced areas of the Sites in the company of an employee of CCI and CCI agrees that it will use commercially reasonable efforts to make such employee available as requested by the Town. Notwithstanding the foregoing, the Town may enter the Leased Premises and the Sites without notice and without accompaniment in case of emergency. To the fullest extent permitted by law, the Town shall indemnify, hold harmless and defend the CCI, and any of its officers, directors, employees, agents, affiliates, subsidiaries and partners from and against all liability, including all expenses and reasonable attorney's fees by reason of liability imposed upon CCI, and/or any of its officers, directors, employees, agents, affiliates, subsidiaries and partners, related to, arising out of or resulting from the entry onto the Leased Premises by the Town or any of its officers, directors, employees, agents, affiliates, subsidiaries, or partners except insofar as is caused by the intentionally wrongful conduct or gross negligence of CCI or any of its officers, directors, employees, agents, affiliates, subsidiaries and partners.

15. Care and Maintenance of Leased Premises. CCI shall be responsible for and shall use all commercially reasonable efforts to maintain the Leased Premises in a safe and orderly condition.

16. Taxes and Utilities. CCI shall be responsible for all property taxes properly assessed to it. The Town shall not be responsible for the payment of taxes assessed to CCI. CCI shall also be responsible for payment of all utility services delivered to the Project.

17. Right to Remove. If, during the term of the Lease, a turbine installed on the Leased Premises fails to deliver energy to the power grid for a period exceeding eighteen (18) calendar months and, provided that CCI is not continuing to use reasonable efforts to replace such turbine or restore such turbine to operating condition, the Town may require CCI to remove such non-functioning turbine or turbines and related structure and terminate the right of CCI to the use of that portion of the Leased Premises upon which the non-functioning turbine is located, but all other provisions of the Lease will remain in effect.

18. Assignment/Sublease. CCI shall not assign or sublet any of its rights to use and occupy all or any part of the Leased Premises to any third party without the prior written consent of the Town, which consent shall not be unreasonably withheld, conditioned or delayed. Notwithstanding the foregoing, CCI may assign this Lease or sublease any portion of the Leased

Premises, to any entity which is a parent or subsidiary corporation of CCI, or to any entity with which CCI may merge or consolidate, or to which CCI may sell all or substantially all of its assets as a going concern in exchange for assumption of all or substantially all of its liabilities, or to an entity which is established by CCI as a special purpose entity so-called which is formed to facilitate investment in, and financing of, the Project (any of the foregoing entities being hereinafter referred to as a "Successor"), provided that simultaneously with any such assignment or sublease, CCI shall deliver to the Town an agreement in form and substance reasonably satisfactory to the Town which contains an appropriate covenant of assumption by such Successor, and provided further that in the case of any such assignment or sublease to a Successor, CCI shall have submitted to the Town prior thereto information reasonably satisfactory to the Town evidencing that such Successor is capable of performing the obligations of CCI under the Lease. In the event of an assignment of this Lease to a Successor, the Town agrees to release CCI from all liability hereunder.

19. Notices. All notices, demands, requests, consents, approvals, and other instruments required or permitted to be given by the Lease shall be in writing, signed by the notifying party, or an officer, agent attorney of the notifying party, and shall be deemed to have been effective (i) upon delivery if served personally, including but not limited to delivery by messenger, overnight courier service, or by overnight express mail, or (ii) upon the date of receipt (or the date of refusal to accept delivery) if sent by registered or certified mail, postage pre-paid, return receipt requested, and addressed as follows:

To Town:	Board of Selectmen Town of Fairhaven 40 Center Street Fairhaven, MA 02719
With a copy to:	Thomas P. Crotty, Esq. Perry, Hicks, Crotty & Deshaies LLP 388 County Street New Bedford, MA 02740
To CCI:	James Sweeney c/o CCI Energy, LLC 8 Bay View Avenue Plymouth, MA 02360
With a copy to:	Mary Beth Gentleman, Esq. Foley Hoag LLP 155 Seaport Boulevard Boston, MA 02210

The address to which any notice, demand, or other writing may be delivered to any party as above provided may be changed by written notice given by such party as above provided.

20. Insurance. At all times during the Term and any extension thereof, CCI shall maintain the following insurance coverage with an insurance company reasonably acceptable to Town:

- (i) Primary comprehensive general liability and property damage and contractual liability insurance in a combined single limit of not less than Two Million Dollars (\$2,000,000) for death or injury to any person(s) or for property damage. The policy or policies shall name Town as an additional insured and shall include a waiver of subrogation rights against Town. If the liability insurance is on a "claims made" basis, CCI shall be required to obtain an extended reporting period or tail end coverage for a period extending twenty-four months beyond the termination of the Lease.
- (ii) Worker's compensation insurance, covering liability under applicable worker's compensation law, at the statutory coverage levels, and employers liability insurance with limits of at least \$1 million for each accident, each employee and the policy limit;
- (iii) Fire and casualty insurance covering the Project against loss with limits of no less than Five Million Dollars (\$5,000,000), or the replacement value of the property whichever is greater; and
- (iv) Each of the foregoing policies shall provide for thirty (30) days written notice to the Town in advance of any termination or material change in coverage.

21. Hazardous Materials. CCI will not, and will not permit any of its agents, contractors, subcontractors, sublessees, employees, invitees, licensees or permittees to, store, use, release, discharge, or deposit on any portion of the Site any Hazardous Materials except in accordance with Applicable Laws. CCI shall defend (with counsel reasonably acceptable to the Town), indemnify and hold harmless the Town, its officials, officers, members, employees, agents, and contractors from and against any claims, losses, liability, damages, penalties (civil and criminal), fines, costs, fees (including reasonable attorney's fees), and expenses imposed on or incurred by the Town as a result of CCI's breach of the foregoing sentence and CCI shall undertake all measures necessary and appropriate to remedy any such breach in accordance with all Applicable Laws. For the purpose of this provision, "Hazardous Materials" means material or substance which is (i) designated as a "hazardous substance" pursuant to Section 311 of the federal Water Pollution Control Act (33 U.S.C. Section 1151 et seq.), (ii) defined as a "hazardous waste" pursuant to Section 1004 of the Resource Conservation and Recovery Act of 1976, 42 U.S.C. Section 6903 et seq. (42 U.S.C. Section 6903), (iii) defined as a "hazardous substance" pursuant to Section 101 of the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, 42 U.S.C. Section 9601 et seq. (42 U.S.C. Section 9601), (iv) regulated under the Toxic Substances Control Act of 1976, or (v) regulated by the laws of the Commonwealth of Massachusetts, and (vi) all of the foregoing, as amended from time to time (collectively, the "Applicable Laws").

22. Indemnification. To the fullest extent permitted by law, CCI shall indemnify, hold harmless and defend (with counsel reasonably acceptable to the Town) the Town of Fairhaven, and any of its officers, directors, employees, agents, affiliates, subsidiaries and partners from and against all liability, including all expenses and reasonable attorney's fees by reason of liability imposed upon the Town of Fairhaven, and/or any of its officers, directors, employees, agents, affiliates, subsidiaries and partners, related to, arising out of or resulting from: (i) any wrongful act or negligence by CCI or any of its officers, directors, employees, agents, affiliates,

subsidiaries or partners under this Lease; (ii) any accident, injury or damage whatsoever caused to any person on the Sites during the term of this Lease; and (iii) any violation of applicable law or by a breach by CCI of this Lease, except insofar as caused by the intentionally wrongful acts or the gross negligence of the Town of Fairhaven and/or any of its officers, directors, employees, agents, affiliates, subsidiaries and partners.

23. Governing Law. This lease and the performance thereof shall be governed, interpreted, construed, and regulated by the Laws of the Commonwealth of Massachusetts. Any disputes arising out of the lease or performance thereof shall be brought in the Massachusetts Trial Court for Bristol County, except that disputes limited to the calculation of payments owed by either party to the other pursuant to Section 4 or 5 shall be subject to arbitration pursuant to the commercial arbitration rules of the American Arbitration Association, and shall be heard in Fairhaven, Massachusetts, unless otherwise agreed by the parties.

24. Mortgage Leasehold Provisions.

(a) Leasehold Financing. CCI shall have the unrestricted right, from time to time, to encumber, hypothecate or mortgage CCI's leasehold estate to a Leasehold Mortgagee without the prior consent of the Town (a "Qualified Leasehold Mortgage"). No Qualified Leasehold Mortgage shall be valid or effective unless (1) the holder thereof is an independent third party unrelated to CCI; (2) the lien of such Qualified Leasehold Mortgage is prior to all other encumbrances upon CCI's Leasehold Estate except as otherwise provided in this Lease; and (3) the entire sum or outstanding principal secured by such Qualified Leasehold Mortgage is or will be used in connection with the construction, reconstruction, rehabilitation, equipping, reequipping or other tangible improvements to the Leased Premises, the Project or to satisfy a previous Qualified Leasehold Mortgage.

(b) Estoppel Certificates. The Town and CCI, as the case may be, will execute, acknowledge and deliver to each other or to any Leasehold Mortgagee within 15 days after a written request therefor, a certificate stating:

- (i) that this Lease is unmodified and in full force and effect (or, if there have been modifications, that this Lease is in full force and effect as modified, and stating the modifications);
- (ii) the dates, if any, on which Base Rent and any other payments due hereunder have been paid;
- (iii) whether or not, to the knowledge of the certifying party, there are then existing any defaults under this Lease (and if so, specifying the same); and
- (iv) such other matters relating to this Lease as may be reasonably required.

(c) Cooperation with Leasehold Mortgagee. The Town shall cooperate reasonably with any Leasehold Mortgagee and with CCI in CCI's negotiations with prospective Leasehold Mortgagees, and will accommodate the reasonable requirements of such lenders, including, without limitation, making reasonable modifications and amendments to the formal terms of this Lease within the limits of applicable procurement law, but shall not be required to change the definition of the Leased Premises or the material financial or performance provisions of the Lease.

(d) Leasehold Mortgagee Rights.

a. Cure of Defaults. Each Leasehold Mortgagee shall have the benefit of the following provisions in addition to those elsewhere provided in this Lease, provided that such Leasehold Mortgagee shall have given written notice to the Town of the address in the United States to which notices are to be sent to it:

- (i) all notices or copies of notices which are by the terms of this Lease to be sent to the Leasehold Mortgagee shall be in writing and shall be sent by registered or certified United States mail, postage prepaid, return receipt requested, to such Leasehold Mortgagee at its address designated by notice to the Town;
- (ii) no notice of default or termination given by the Town to CCI shall be effective until a copy thereof shall also be sent to the Leasehold Mortgagee;
- (iii) after a notice from the Town of the occurrence of a default which has not been cured, Leasehold Mortgagee shall have the same time period subsequent to the receipt of such notice to cure any default hereunder or cause the same to be cured as shall be permitted hereunder to CCI after notice to CCI of such default;
- (iv) after the occurrence of any default by CCI which is not capable of being cured by the payment of money, but which is capable of being cured following obtaining possession and control of the Leased Premises (a "Curable Nonmonetary Default"), the Town will not terminate or cancel this Lease by reason of such default without first giving to the Leasehold Mortgagee such time as may reasonably be required to obtain possession of the Leased Premises (including possession by a receiver) and to cure such default, provided that the Leasehold Mortgagee shall prosecute with diligence and continuity its efforts to obtain such possession and to cure such default by CCI;
- (v) after the occurrence of any default which it is not reasonably within the power of the Leasehold Mortgagee to cure, the Town will not terminate or cancel this Lease by reason of such default without first giving to Leasehold Mortgagee such time as may reasonably be required to institute foreclosure proceedings or otherwise to acquire the interests of CCI under this Lease, provided that such forbearance by the Town shall extend for only so long as Leasehold Mortgagee shall be pursuing such remedies with diligence and continuity and shall be sending notices to the Town at least monthly informing the Town of its actions in pursuing such remedies; provided, however, that such forbearance by the Town shall not exceed eighteen (18) months in any event.

Nothing contained in this Section shall require Leasehold Mortgagee to begin or continue such possession or foreclosure proceedings or preclude the Town from exercising any rights or remedies under this Lease with respect to any other default by CCI during any period of such forbearance or preclude the Town from exercising any rights or remedies

under this Lease other than termination or cancellation of the Lease during any period of such forbearance. The forgoing provisions of clauses (iv) and (v) to the contrary notwithstanding, the Town shall have no obligation to refrain from terminating this Lease unless CCI or the Leasehold Mortgagee shall have paid, or cause to be paid, all Base Rent and all other amounts due and payable by CCI hereunder including the delivery of energy to the Town, or payment to the Town of any loss or additional costs incurred by the Town as the result of the failure by CCI or the Leasehold Mortgagee to deliver energy to the Town, and shall be diligently and continually prosecuting the cure of any default by CCI which is capable of being cured by the payment of money or without being in possession or control of the Leased Premises.

(e) Post-Foreclosure. If Leasehold Mortgagee acquires CCI's interest in the Leased Premises, Leasehold Mortgagee shall have the right, at its option, to:

- (i) complete construction of the Project; or
- (ii) assign or transfer CCI's interest in the Leased Premises and this Lease to any other assignee or transferee, which other assignee or transferee shall expressly assume all of the covenants, agreements and obligations of CCI under this Lease by written instrument to be recorded forthwith in the Bristol County Southern District Registry of Deeds;

No such action by Leasehold Mortgagee shall relieve CCI of any of its obligations hereunder. If Leasehold Mortgagee elects to complete construction or shall so assign or transfer its interest, the Town shall extend such time limits set forth in this Lease as shall be reasonably necessary to allow for the completion of construction of the Project.

(f) Possession. If Leasehold Mortgagee enters upon and takes possession of the Leased Premises, but not otherwise, it shall be bound thereafter to keep and perform all duties, covenants and agreements of CCI under this Lease; provided, however, that if any default or breach of covenant or other condition justifying termination or cancellation of this Lease by the Town shall have been cured within the period provided in this Lease and CCI shall resume possession and shall not then be in default under this Lease, Leasehold Mortgagee, upon restoring CCI to full possession of the Leased Premises and its rights under this Lease, shall thereafter not be so bound; and provided further, however, that if after such entry upon and taking possession of the Leased Premises, and Leasehold Mortgagee shall assign its mortgage, the mortgage note secured thereby and its possession of the Leased Premises to another party qualifying as a Leasehold Mortgagee in place of Leasehold Mortgagee, the Leasehold Mortgagee shall not be so bound.

(g) No Modification or Termination by CCI. This Lease shall not be (i) amended or modified or (ii) terminated or cancelled by reason of the exercises of any option or election by CCI hereunder, or by the giving of any notice by CCI hereunder, unless such amendment, modification, termination or cancellation is assented to in writing by Leasehold Mortgagee. Any such attempted amendment or modification, termination or cancellation without such assent shall be void.

(h) Successor Lease. If the Leasehold Mortgagee acquires CCI's interest in the Leased Premises pursuant to subsection (e) above, or upon any termination of this Lease, at the request of the Leasehold Mortgagee, the Town will, upon compliance with the requirements of

this subsection (h), enter into a successor lease with the Leasehold Mortgagee upon the same terms and conditions contained in this Lease with appropriate revisions to reflect the rights of such Leasehold Mortgage, for the remainder of the term of this Lease subsequent to the date of the termination of this Lease. Said successor lease shall have the same priority as this Lease with CCI and shall provide that title to the Project shall automatically vest in the Leasehold Mortgagee. The Town shall not be required to enter into such a successor lease unless prior to the execution and delivery of such new lease Leasehold Mortgagee shall have paid, or caused to be paid, all Base Rent and other sums due and payable by CCI to the date of commencement of the new lease, together with the Town's reasonable expenses, including reasonable attorney's fees, in terminating this Lease and preparing and delivering the successor lease.

25. CCI's Due Diligence.

(a) CCI shall have the opportunity to inspect the Leased Premises and make the following investigations within the Due Diligence Period which shall expire on the ninetieth (90th) day after the date hereof:

- (i) the physical condition of the Leased Premises, including without limitation: the availability of adequate utilities and access;
- (ii) local, state and federal statutes, laws, bylaws, ordinances, rules and regulations and evidence of CCI's intended use being in compliance therewith, including without limitation zoning and building regulations;
- (iii) the title to the Leased Premises and the Large Parcel including, without limitation, all private restrictions applicable to the Leased Premises, declarations of covenants, conditions and restrictions, reciprocal easements and operating agreements; and
- (iv) any and all other matters concerning the current and future use, feasibility or value, or governmental permissions or entitlements pertaining to the Leased Premises, or any other matter or circumstance relevant to the CCI in its discretion concerning CCI's acquisition of the Leased Premises.

The Town will allow CCI and its agents access to the Leased Premises to perform any and all investigations and inspections desired by CCI (provided that any entry will be subject to the provisions of subsection (e) below);

(b) If CCI fails to notify the Town in writing of any objections to the matters set forth in subsection (a) above within the Due Diligence Period, CCI will be deemed to have approved matters referred to therein or otherwise deemed relevant to CCI in respect to the Leased Premises.

(c) If CCI objects to any of the matters set forth in subsection (a) above, CCI may terminate this Lease by written notice to the Town such notice to be delivered prior to the expiration of the Due Diligence Period, whereupon all rents paid by CCI pursuant to Section 4 shall be refunded forthwith, all obligations of the parties hereto shall cease and this Lease shall be void and without recourse to the parties thereto except as set forth in Section 26 (k). Time is of the essence hereof.

(d) If CCI does not terminate this Agreement under the preceding subsection (c), CCI will be deemed to have waived its objections, and this Lease will continue in full force and effect as provided for herein.

(e) CCI and CCI's representatives, agents and designees will have the right, at reasonable times and upon reasonable notice to the Town, (which notice must describe the scope of the planned testing and investigations) to enter upon the Leased Premises, in connection with CCI's lease of the Leased Premises. However, CCI agrees that:

- (i) all tests and investigations will be at the CCI's sole cost and expense;
- (ii) the persons or entities performing such tests and investigations will be properly licensed and qualified and will have obtained all appropriate permits therefor;
- (iii) the Town will have the right of approval (which will not be unreasonably withheld or delayed) of any proposed physical testing or drilling;
- (iv) CCI will advise the Town in advance of the dates of all tests and investigations and will schedule all tests and investigations during normal business hours whenever feasible unless otherwise reasonably requested by the Town;
- (v) the Town will have the right to have a representative of the Town accompany CCI and CCI's representatives, agents or designees while they are on the Leased Premises;
- (vi) CCI will indemnify, defend and hold the Town harmless for, from and against any and all claims, damages, costs, liabilities and losses (including mechanics' liens) arising out of any entry by CCI or its agents, designees or representatives; provided, however, that CCI shall not be liable for any existing condition which is revealed by CCI's inspection; and
- (vii) if CCI elects to terminate the Lease, CCI will restore the Leased Premises at CCI's sole cost and expense as near as is reasonably practicable to its original condition.

26. Miscellaneous.

(a) Failure on the part of the Town or CCI to complain of any action or non-action on the part of the other, no matter how long the same may continue, shall never be a waiver by CCI or the Town, respectively, of any of the other's rights hereunder. Further, no waiver at any time of any of the provisions hereof by the Town or CCI shall be construed as a waiver of any of the other provisions hereof, and a waiver at any time of any of the provisions hereof shall not be construed as a waiver at any subsequent time of the same provisions. The consent or approval of the Town or CCI to or of any action by the other requiring such consent or approval shall not be construed to waive or render unnecessary the Town's or CCI's consent or approval to or of any subsequent similar act by the other.

(b) In any case where either party hereto is required to do any act, delays caused by or resulting from acts of God, war, civil commotion, fire, flood or other casualty, labor difficulties, shortage of labor, materials or equipment, government regulations, unusually severe weather, or other similar causes, and as to which the cause of delay, or the avoidance of delay, is

beyond such party's reasonable control, shall not be counted in determining the time during which work shall be completed, whether such time be designated by a fixed date, a fixed time or a "reasonable time", and such time shall be deemed to be extended by the period of such delay; provided, that such extension may not exceed eighteen (18) months.

(c) CCI, subject to the terms and provisions of this Lease, on payment of the Basic Rent and observing, keeping and performing all of the other terms and provisions of this Lease on CCI's part to be observed, kept and performed, shall lawfully, peaceably and quietly have, hold, occupy and enjoy the Leased Premises during the term hereof, without hindrance or ejection by any persons lawfully claiming under the Town to have title to the Leased Premises superior to CCI.

(d) If any term or provision of this Lease, or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Lease, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term and provision of this Lease shall be valid and be enforced to the fullest extent permitted by Law.

(e) Except as herein otherwise provided, the terms hereof shall be binding upon and shall inure to the benefit of the successors and assigns, respectively, of the Town and CCI.

(f) CCI agrees not to record this Lease, but each party hereto agrees, on the request of the other, to execute a so-called notice of lease in form recordable and complying with applicable law.

(g) The paragraph headings throughout this instrument are for convenience and reference only, and the words contained therein shall in no way be held to explain, modify, amplify or aid in the interpretation, construction, or meaning of the provisions of this Lease.

(h) Insofar as, and to the extent that, the following provision shall not make it impossible to secure insurance coverage obtainable from responsible insurance companies doing business in the locality in which the Leased Premises are located (even though extra premium may result therefrom) the Town and CCI mutually agree that any property damage insurance carried by either shall provide for the waiver by the insurance carrier of any right of subrogation against the other, and they further mutually agree that, with respect to any damage to property, the loss from which is covered by insurance then being carried by them, respectively, the one carrying such insurance and suffering such loss releases the other of and from any and all claims with respect to such loss to the extent of the insurance proceeds paid with respect thereto.

(i) Neither party has dealt with any broker in connection with the consummation of this Lease. In the event any broker makes any claims against a party hereto as a result of purported arrangement with the other party hereto, the other party agrees to defend the same and indemnify the first party against any such claim.

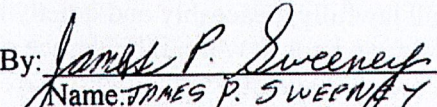
(j) This Lease may be modified or amended only by a written agreement signed by the Board of Selectmen acting on behalf of the Town and by CCI.

(k) The obligations of CCI under Sections 21 and 22 of this Lease shall remain in full force and effect, and shall survive the termination of this Lease or the sale of the Project to the Town, provided that an action to enforce any of the obligations of CCI under Sections 21 and 22 must be commenced no later than two years following such termination or sale, or such later date as may otherwise be agreed to by the parties.

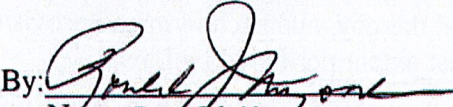
(I) Neither party shall be liable to the other for any special, indirect, punitive, exemplary, incidental, equitable or consequential damages, including loss of profits, in any way arising out of or relating to this Lease.

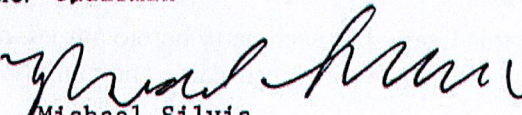
Executed under seal this 31 day of July, 2007.

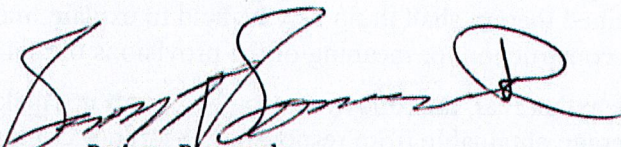
CCI ENERGY LLC

By: 
Name: JAMES P. SWEENEY
Title: PRESIDENT

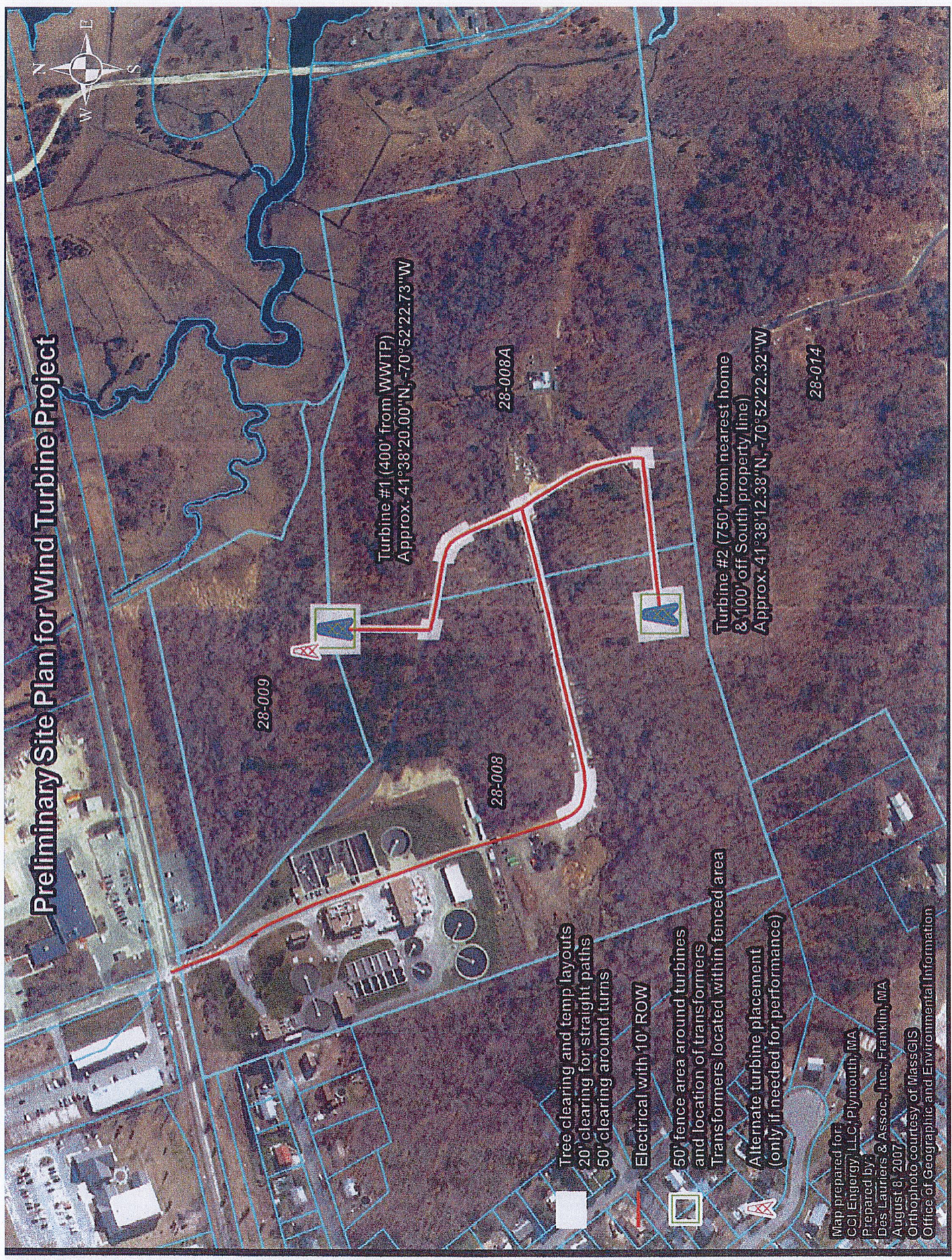
TOWN OF FAIRHAVEN

By: 
Name: Ronald Manzone
Title: Chairman


Michael Silvia
Selectmen


Brian Bowcock
Selectmen

Preliminary Site Plan for Wind Turbine Project



Map prepared for:
CCI Energy, LLC, Plymouth, MA
Prepared by:
Des Lauriers & Assoc., Inc., Franklin, MA
August 8, 2007
Orthophoto courtesy of MassGIS
Office of Geographic and Environmental Information

**FIRST AMENDMENT TO LEASE OF TOWN LAND
FOR WIND TURBINE ELECTRIC GENERATION**

This First Amendment to Lease (this "*Amendment*") is entered into this 14 day of March 2011 (the "*Effective Date*") by and between the Town of Fairhaven, a political subdivision of the Commonwealth of Massachusetts (the "*Town*") and CCI Energy, LLC ("*CCI*").

RECITALS

WHEREAS, the Town and CCI entered into a Lease of the Town Land for Wind Turbine Electrical Generation dated the 30th day of July 2007 (the "*Lease*") whereby the Town acting pursuant to the authority granted to it by its Town Meeting leased to CCI certain property for the purposes of a wind energy project defined herein as the Project;

WHEREAS, the Lease at Section 5. (b) contemplated the future adoption of laws and regulations authorizing the Town to participate in the net-metering of energy produced by the Project, and such laws and regulations have now been adopted, and the Parties have negotiated specific terms for the Town's participation in net-metering;

WHEREAS, concurrent with entering into this Amendment, as contemplated under Section 18 of the Lease, and with the consent of the Town, CCI has assigned to its affiliates (i) Fairhaven Wind LLC, a Massachusetts limited liability company and (ii) Arsene Wind LLC, a Massachusetts limited liability company, each with a principal place of business at 13 Elm Street, Suite 200, Cohasset, Massachusetts 02025, as cotenants (collectively, (i) and (ii), the "*Project Owner*"), and the Project Owner has assumed, the Lease, as amended, with the consent of the Town, for the purposes of developing the Project and delivering to the Town energy generated by the Project;

WHEREAS, the Project Owner desires to deliver Net Energy to the Point of Delivery, and the Town desires to make the payments to the Project Owner in connection with the Net Energy generated by the Project during the Term, subject to the terms and conditions, and at the prices, set forth in the Power Purchase Provisions set forth on Exhibit B to this Amendment.

WHEREAS, the Project Owner is in the business of financing, developing, owning, operating and maintaining wind power electric generation facilities;

WHEREAS, the Project Owner proposes to finance, install, own, operate and maintain the Project and to produce wind-generated electricity from the Project;

WHEREAS, the projected annual generation of energy from the project is estimated to be 5,730,000 kWh/ calendar year in a P-99 case and the Town's Projected Annual Consumption is estimated to be 6,600,000 kWh / calendar year;

WHEREAS, the Project Owner desires to assign, and the Town agrees to receive, one hundred percent (100%) of the output, including the associated net metering credits, from the wind-generated electricity generated by the Project;

NOW, THEREFORE, in consideration of the foregoing recitals, the mutual premises, representations, warranties, covenants, conditions herein contained, and the Exhibits attached hereto, the CCI and the Town agree to amend the Lease as follows:

AMENDMENTS

1. Each reference to CCI shall be read to refer to Fairhaven Wind LLC, a Massachusetts limited liability company, ("Fairhaven Wind") and Arsene Wind LLC, a Massachusetts limited liability company ("Arsene Wind"), as co-tenants. Fairhaven Wind and Arsene Wind or either of them, may exercise the rights of CCI under the Lease. The obligations of Fairhaven Wind and Arsene Wind under the Lease shall be joint and several.
2. Exhibit A to this Amendment shall be incorporated in its entirety as Exhibit A to the Lease.
3. The penultimate sentence of Section 2 of the Lease shall be amended in its entirety to read as follows:

The Leased Premises are further described and depicted on Exhibit A to this Lease. Prior to the Commencement of Operations the location of the Leased Premises as shown on Exhibit A may be relocated by CCI, and a new plan, identified as such, substituted for Exhibit A; provided that the Leased Premises as relocated shall be fully within the confines of the Large Parcel, and shall be fully in compliance with all applicable laws, regulations, and licensing or permit requirements.

4. The reference in the first sentence of Section 3 of the Lease to Section 12(b) shall refer instead to Section 12(d).
5. The reference in the first sentence of Section 4(c) of the Lease to Section 4(c) shall refer instead to Section 4(d).
6. Sections 4(f) and 4(g) of the Lease shall be replaced in their entirety with the following:
 - (f) Extension Base Rent. In the event that CCI exercises one or both of its options to extend the term of this Lease, CCI shall pay to the Town as rent for each Contract Year during the extended term the greater of (i) the Base Rent due hereunder payable as provided in Section 12(b), as determined in accordance with Section 4(c), for the Contract Year or (ii) the "Extension Base Rent" for the Contract Year. Extension Base Rent means 36% of the Total Operating Revenues of the Project in a Contract Year up to and including revenues of \$1,500,000, plus 50% of the Total Operating Revenues of the Project in that Contract Year in excess of \$1,500,000. "Total Operating Revenues of the Project" means the total sum of all payments or credits, or the monetary equivalent thereof, made to or for the account of the owner of the Project, or to

any assignee thereof, and which are the result of, or derived from the generation, sale, trade or transfer of electricity by the Project, but not including (i) any amount attributable to any period prior to the twentieth (20th) Contract Year, no matter when received; (ii) condemnation awards and the proceeds of casualty insurance and proceeds of business interruption insurance or similar insurance, except to the extent that such award or proceeds represents compensation for lost income; (iii) except to the extent such amounts reimburse CCI for the loss of an amount that would be included in Total Operating Revenues of the Project, any amount paid by a third-party to CCI arising out of the breach of any representation or warranty made to CCI or the breach of any covenant made with CCI, or any indemnity payments received by CCI; and (iv) any amounts received by CCI in connection with the sale or disposition of all or any part of the Project. CCI shall make estimated rental payments of the Extension Base Rent on a quarterly basis using a pro rata allocation of the Total Operating Revenues of the Project for the quarter just ended.

- (g) Payment of Extension Base Rent. Not later than sixty (60) days after the end of each Contract Year, CCI shall calculate the Extension Base Rent for the immediately preceding Contract Year and shall provide such calculation to the Town with appropriate supporting documentation. Such documentation shall include (a) a statement detailing Total Operating Revenue for the Contract Year; (b) MWh of electricity and other products sold in the Contract Year; and (c) a certificate signed by an authorized officer of CCI that he has reviewed the submittal and calculations; and that the submittal is a correct representation of the matters set forth and was prepared in accordance with the terms of this agreement. If the Extension Base Rent for the Contract Year exceeds the estimated Extension Rent paid quarterly for such Contract Year in Section 4(f) above, then CCI shall promptly pay the difference to the Town. If such calculation results in an amount less than the amount of the estimated Extension Rent already paid to the Town for the Contract Year, CCI may credit such excess payment against any future quarterly payments due to the Town until CCI has recovered such excess in full.
7. Exhibit B to this Amendment shall be incorporated in its entirety as Exhibit B to the Lease.
8. The provisions of Section 5 of the Lease shall be replaced in their entirety with the following:
- The Project Owner shall deliver energy produced by the Project and the Town shall make payments to the Project Owner for such energy pursuant to the terms of the Net Metering Power Purchase Provisions attached hereto as Exhibit B to this Lease and the Project Owner and the Town shall each perform its respective obligations thereunder.
9. When the defined term "Term" is used in the Lease (other than in Exhibit B to the Lease), such term shall be interpreted to mean the term of the Site Lease

Provisions (as such term is defined in Article 1 of Exhibit B) and not the Term of the Power Purchase Provisions (as such term is defined in Article 1 of Exhibit B).

10. Sections 7(b)(ii) through (iv) shall be amended to read as follows:
 - (ii) Failure of CCI to submit to the Town a plan of the definitive location of the Leased Premises, and to order two wind turbines for the Leased Premises and to make the requisite down payment no later than June 30, 2011.
 - (iii) Failure of CCI to have the wind turbines delivered to the Leased Premises on or by March 31, 2012.
 - (iv) Failure of CCI to reach Commencement of Operations by June 30, 2012.
11. The proviso in the final paragraph of Section 7(b) of the Lease shall read as follows: "provided, that CCI begins to cure the default as soon as is reasonably practical and diligently pursues such cure to completion, and provided further that such cure is completed within twelve (12) months of the Town's initial written notice of the default."
12. The words "deliver energy" shall be deleted from the penultimate paragraph of Section 7(b) of the Lease.
13. New subsections (d) and (e) shall be added to Section 7 of the Lease, which shall read in their entirety as below:
 - (d) Notwithstanding anything in this Lease to the contrary, if by reason of Force Majeure either party is unable to carry out, either in whole or in part, its obligations herein contained, such party shall not be deemed in default during the continuation of such inability, provided that: (i) the non-performing party, within ten (10) business days after the occurrence of the Force Majeure, gives the other party written notice describing the particulars of occurrence; (ii) the suspension of performance be of no greater scope and of no longer duration than is required by the Force Majeure; (iii) no obligations of either party which arose prior to the occurrence causing the suspension of performance be excused as a result of the occurrence; and (iv) that the performing party shall use its commercially reasonable efforts to remedy with all reasonable dispatch the cause or causes preventing it from carrying out its obligations. Notwithstanding the foregoing, neither party shall be required to settle strikes, lockouts or other industrial disturbances by acceding to the demands of the opposing party or parties when such course is, in its judgment, not in its best interest.
 - (e) The term "Force Majeure" or Force Majeure event(s) shall mean acts of God; winds, hurricanes, tornados, fires, epidemics, landslides, floods; strikes, lock-outs; or other industrial disturbances, acts of public enemies, new laws and/or regulations and changes to existing laws and/or regulations if the same make it economically impractical to operate the Project; acts, failures to act, or

orders of any kind of any governmental authorities (provided, however, no act, failure to act, or order of the Town may be used as an excuse by the Town of its obligations hereunder); insurrections; inability to procure materials or services; military action; war, whether or not it is declared; sabotage; riots; civil disturbances; explosions; breakage or accident to machinery or power lines; equipment breakdowns; or failure or inability to obtain replacement parts; or any cause or event, not reasonably within the control of the party claiming Force Majeure other than the financial inability of such party caused by factors or events other than any of the factors and/or events set forth herein.

14. Section 11 of the Lease shall be replaced in its entirety with the following language:

11. Removal of Project Facilities and Security. CCI shall comply with the provisions of the Town's wind energy by-law regarding removal of the Project at the end of the term.

(a) To secure the payment of the cost of removing the Project at the end of the term, CCI shall make the following payments to the Town (the "Removal Security Deposit") which payments will be deposited and held in an interest bearing escrow account at a bank as reasonably determined by the Town and used only for the purposes stated in paragraphs (b) and (c) below. CCI shall make an initial \$500.00 payment to the Town prior to the commencement of construction on the Leased Premises; thereafter, CCI shall make additional payments to the Town for the Removal Security Deposit on or before each Base Rent due date in the amount of \$0.0003 per KWH generated in the previous quarter.

(b) CCI shall remove the Project from the Leased Premises by not later than six (6) months after the termination of the Lease, provided that no portion of the Project may be removed from the Leased Premises until CCI has first provided security in the form of a performance bond, cash escrow account, letter of credit or other such surety reasonably acceptable to the Town in an amount which, together with the amount then in the Removal Security Deposit account, is sufficient to cover the cost of removal of the Project and restoration of the Leased Premises. CCI agrees that the Project will not be considered to have been removed pursuant to this section unless CCI has restored the surface of the Sites as near as is reasonably practicable to its original condition at the beginning of the term of this Lease; provided, however, that CCI shall not be required to remove any underground installations located in the Accessory Parcels nor any installations in the WWTP. Upon removal of the Project and restoration of the Leased Premises pursuant to this provision the Town shall release the surety and deliver the Removal Security Deposit to CCI.

(c) In the event of the failure of CCI to provide the surety required in (b) above within three (3) months of the termination of the Lease, or the failure of CCI to remove the Project and restore the Leased Premises within six (6) months after the termination of the Lease or such longer period as the parties may agree at

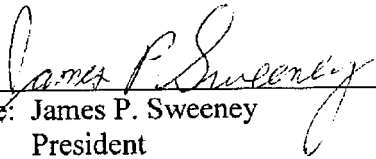
the time CCI provides the surety, the Town may, in its sole discretion, declare CCI to be in default hereunder. Upon such declaration, the Town shall have the right, but not the obligation, to assume the removal and restoration obligations of CCI under paragraph (b) above and to draw on the Removal Security Deposit and any such surety provided by CCI, and in its sole discretion, salvage any or all remaining components of the Project, to the extent required to meet such removal and restoration obligations.

15. The reference in Section 12(a)(iii) of the Lease to the "purchase price for the Premises" shall be amended to read "purchase price for the Project".
16. Section 12(c) of the Lease shall be deleted in its entirety.
17. The following shall be added at the end of Section 26(k) of the Lease: "All other obligations of the lessee hereunder shall terminate upon the termination of the Lease and either the removal of the Project in accordance with Section 11 of the sale of the Project to the Town in accordance with Sections 12(b) and 12(c) hereof."
18. The following shall be added at the end of Section 18 of the Lease: "Upon notice to the Town but without the Town's consent, Arsene Wind may merge with Fairhaven Wind; provided such merger shall not limit the rights or obligations of the Town herein."
19. All references to a Leasehold Mortgagee in Section 24 of the Lease shall be amended to read "Leasehold Mortgagee or its assignee".
20. In Section 24(g) of the Lease, the word "This" at the beginning of the first sentence shall be replaced with the following: "If a Leasehold Mortgagee holds any interest in CCI's leasehold estate, then this".
21. Section 26(b) of the Lease shall be amended to read in its entirety as "Intentionally omitted."
22. A new subsection (m) shall be added to Section 26 of the Lease that reads as follows: "The Town hereby expressly waives any rights it may have to cancel this Lease or discharge any of its obligations hereunder on the basis that there may be a right of termination for convenience (whether it be express, implied or constructive) in contracts with public entities."

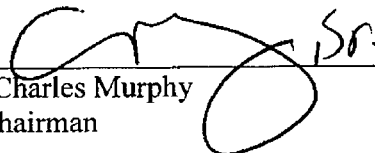
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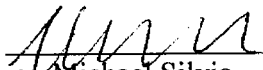
IN WITNESS WHEREOF, the Parties have executed this Amendment under seal as of the Effective Date.

CCI Energy LLC,
a Delaware limited liability company

By: 
Name: James P. Sweeney
Title: President

Town of Fairhaven,
a political subdivision of the
Commonwealth of Massachusetts

By: 
Name: Charles Murphy
Title: Chairman

By: 
Name: Michael Silvia
Title: Selectman


By: 
Name: Brian Bowcock
Title: Selectman

EXHIBIT A
PLAN OF LEASE PREMISES

**EXHIBIT B TO
LEASE OF TOWN LAND
FOR WIND TURBINE ELECTRIC GENERATION
NET METERING POWER PURCHASE PROVISIONS**

**ARTICLE 1
DEFINITIONS; INTERPRETATION**

When used in this Exhibit B (these “**Power Purchase Provisions**”), the following terms shall have the meanings given below, unless a different meaning is expressed or clearly indicated by the context. Words defined in this Article 1 which are capitalized shall be given their common and ordinary meanings when they appear without capitalization in the text. Words not defined herein shall be given their common and ordinary meanings. In the event of a conflict between the terms of the Site Lease Provisions and these Power Purchase Provisions in the interpretation of the Parties obligations under these Power Purchase Provisions, the terms of these Power Purchase Provisions shall control.

“**Affiliate**” means, with respect to the Project Owner, (i) each Person that, directly or indirectly, controls or is controlled by or is under common control with the Project Owner; (ii) any Person that beneficially owns or holds ten percent (10%) or more of any class or voting securities of the Project Owner or ten percent (10%) or more of the equity interest in the Project Owner; or (iii) any Person of which the Project Owner beneficially owns or holds ten percent (10%) or more of the equity interest. For the purposes of this definition, “control” (including, with correlative meanings, the terms “controlled by” and “under common control with”), as used with respect to any Person, shall mean the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of the Project Owner, whether through the ownership of voting securities or by contract or otherwise.

“**Applicable Legal Requirements**” means any present and future law, act, rule, requirement, order, by-law, ordinance, regulation, judgment, decree, or injunction of or by any Governmental Authority, ordinary or extraordinary, foreseen or unforeseen, and all licenses, permits, and other governmental consents, which may at any time be applicable to a Party’s rights and obligations hereunder, including, without limitation, the construction, operation, ownership, maintenance, repair, decommissioning and removal of the Project.

“**Business Day**” means a day on which Federal Reserve member banks in Boston are open for business; and a Business Day shall open at 8:00 a.m. and close at 5:00 p.m. Eastern Prevailing Time.

“**Class III Net Metering Facility of a municipality or governmental entity**” shall have the meaning set forth in M.G.L. c. 164, §138, as amended by §27 of c. 359 of the Acts of 2010 of the Commonwealth of Massachusetts.

“Financier” means any individual or entity providing money or extending credit to the Project Owner for the purpose of procuring, constructing, owning, operating, maintaining, repairing, decommissioning or removing the Project, including, but not limited to: (i) the construction, term or permanent financing of the Project; or (ii) investment capital, working capital or other ordinary business requirements for the Project (including the maintenance, repair, replacement or improvement of the Project); or (iii) any development financing, bridge financing, credit support, credit enhancement or interest rate protection in connection with the Project. Financier shall include any entity through which the Project Owner has a lien in connection with the Project. “Financier” shall not include common trade creditors of the Project Owner.

“Force Majeure” means any cause not within the reasonable control of the affected Party which precludes that Party from carrying out, in whole or in part, its obligations under these Power Purchase Provisions, including, but not limited to, acts of God; winds, hurricanes, tornados, fires, epidemics, landslides, floods; strikes, lock-outs; or other industrial disturbances, acts of public enemies, new laws and/or regulations and changes to existing laws and/or regulations if the same make it economically impractical to operate the Project; acts, failures to act, or orders of any kind of any governmental authorities (provided, however, no act, failure to act, or order of the Town may be used as an excuse by the Town of its obligations hereunder); insurrections; inability to procure materials or services; military action; war, whether or not it is declared; sabotage; riots; civil disturbances; explosions; breakage or accident to machinery or power lines; equipment breakdowns; or failure or inability to obtain replacement parts; or any other cause or event, not reasonably within the control of the party claiming Force Majeure other than the financial inability of such party caused by factors or events other than any of the factors and/or events set forth herein.

“Governmental Authority” means any national, state or local government, independent system operator, regional transmission owner or operator, any political subdivision thereof or any other governmental, judicial, regulatory, public or statutory instrumentality, authority, body, agency, department, bureau, or entity.

“Governmental Charges” means all applicable federal, state and local taxes (other than taxes based on income or net worth, but including, without limitation, sales, use, gross receipts or similar taxes), governmental charges, emission allowance costs, duties, tariffs, levies, licenses, fees, permits, assessments, adders or surcharges (including public purposes charges and low income bill payment assistance charges), imposed or authorized by a Governmental Authority, local electric distribution company, or other similar entity, on or with respect to the Net Energy.

“Host Customer Costs” shall mean the cost of performing all of the Host Customer’s obligations under the Interconnection Agreement or the Tariff, such as those pertaining to the reading or testing of meters, but specifically excluding all costs associated with the design, construction, or installation of facilities or metering devices necessary for interconnecting the Project to NSTAR’s electric power system (via the Host Customer), or any upgrade of the electric system of NSTAR that is necessary for the delivery of Net Energy to the NSTAR electric power system.

“Net Metering” means the process of measuring the difference between electricity delivered by a local electric distribution company and electricity generated by a net metering facility and fed back to the local electric distribution company, as set forth under M.G.L. c. 164, §§138 – 140 and 220 C.M.R. §18.00, as may be amended from time to time by a Governmental Authority.

“Net Metering Credits” shall have the meaning set forth in 220 C.M.R. § 18.00, as implemented by the Tariff.

“Net Metering Device” means any and all revenue quality meters installed by NSTAR necessary or appropriate for the registration, recording, and transmission of information regarding the amount of Net Energy generated by the Project and delivered to the Point of Delivery.

“Parties” means the Town and the Project Owner, and their respective successors and permitted assignees.

“Party” means the Town or the Project Owner, and their respective successors and permitted assignees.

“Permits” means all state, federal, and local authorizations, certificates, permits, licenses and approvals required by any Governmental Authority for the construction, operation and maintenance of the Project, including, but not limited to, any permits required by the Town of Fairhaven’s Zoning Bylaw § 198-29.5 Wind Energy Facilities and construction related permits.

“Person” means an individual, partnership, corporation (including a business trust), limited liability company, joint stock company, trusts, unincorporated association, joint venture, or other business entity.

“Point of Delivery” means the Net Metering Device for one or more turbines which are connected directly to the NSTAR local electrical distribution system and/or the Project Metering Device for one or more turbines which are connected “behind the meter” at the Town’s wastewater treatment plant.

“Project” means the two (2) wind power electrical generation turbines to be constructed owned, operated and maintained by the Project Owner, each with a nameplate capacity of less than two (2) MW, together with all appurtenant facilities, including, but not limited to, the Project Metering Device and any interconnection facilities, and transformers owned by the Project Owner and required to interconnect the Project to the Point of Delivery and NSTAR’s local electric distribution system, and any and all additions, replacements or modifications thereto, all to be located on or adjacent to the Leased Premises, including any connection or physical modification required to tie-in “behind the meter” at the Town’s wastewater treatment plant.

“Project Metering Device” means any and all revenue quality meters installed by the Project Owner before the Point of Delivery necessary or appropriate for the measurement of Net Energy.

“Site Lease Provisions” means all provisions of the Lease other than (i) Section 5 and the terms of Exhibit B to the Lease (i.e. these Power Purchase Provisions).

“Tariff” means the NSTAR tariffs M.D.P.U. No. 162B and M.D.P.U. No. 163 for interconnection for distributed generation and net metering services, as approved in DPU Docket 09-73, and any subsequent amendments and approvals thereto, including pursuant to M.G.L. c. 164, §§ 138 and 139, as amended by §§25 through 30 of c. 359 of the Acts of 2010 of the Commonwealth of Massachusetts and any amended or successor regulations or tariffs promulgated or adopted in accordance therewith.

ARTICLE 2 TERM

2.1 Term.

a. The term of these Power Purchase Provisions (the ***“Term”***) shall commence on the Effective Date, and, unless otherwise extended for an Extension Term in accordance with Section 2.1 b, shall end upon the earlier of (i) the end of the Initial Term of the Site Lease Provisions, or (ii) such date as of which these Power Purchase Provisions may be earlier terminated pursuant to the provisions of these Power Purchase Provisions.

b. Subject to the Town’s End of Term Purchase Option, and provided that these Power Purchase Provisions have not been earlier terminated pursuant to the provisions herein, the Term of these Power Purchase Provisions shall be automatically extended for the same duration as the term of the Site Lease Provisions may be extended pursuant to the terms of the Site Lease Provisions for any Extension Term.

c. Notwithstanding the provisions of Section 2.1 b, the Town shall have the option to terminate these Power Purchase Provisions upon the commencement of any Extension Term provided that the Town has given written notice to the Project Owner not less than seven (7) months prior to the end of the Initial Term or any Extension Term, if applicable.

d. If the Town delivers the notice contemplated in Section 2.1 c, above, the Project Owner shall have the right (in its sole discretion) to solicit offers from and to enter into one or more agreements with third parties to deliver Net Energy from the Project to or for the benefit of one or more third parties after the end of the Term of these Power Purchase Provisions and any Extension Term. In the event that the Town issues the notice contemplated under Section 2.1 c, these Power Purchase Provisions shall terminate at the end of the Term or the applicable Extension Term, Section 5 of the Lease shall be deemed deleted from the Lease, and the Town shall reasonably cooperate with the Project Owner to allow the Project Owner (and any subsequent owner of a wind turbine associated with the Project) to interconnect directly with NSTAR or one or more Host Customers, in the Project Owner’s sole discretion and at the Project

as-usual maintenance and monitoring operations of the Project and on emergency preparedness and response. Notwithstanding the foregoing, the Town shall have no right to perform any maintenance or repair on the Project without the Project Owner's prior written consent, except in the case of an emergency where immediate action on the part of the Town is reasonably necessary for safety reasons or as otherwise permitted under the Site Lease Provisions, *provided, however*, the Town's representatives shall at all times comply with all safety and other operating procedures reasonably established by the Project Owner and all Applicable Legal Requirements.

3.4 Notice of Commencement of Operations. Subject to the provisions of these Power Purchase Provisions, the Project Owner shall notify the Town when the Project has achieved the Commencement of Operations.

ARTICLE 4 DELIVERY OF AND PAYMENT FOR NET ENERGY

4.1 Delivery of and Payments for Net Energy. Commencing on the date that the Project Owner commences operation of the Project in parallel with the NSTAR electric power distribution system, the Project Owner agrees to deliver to the Point of Delivery and the Town agrees to pay for one hundred percent (100%) of the Net Energy.

4.2 Price. The Town shall pay the Project Owner for the Net Energy Charge as defined in Exhibit A to these Power Purchase Provisions, which is hereby incorporated by reference into the terms of these Power Purchase Provisions and made a part hereof.

4.3 Governmental Charges.

a. The Project Owner is responsible for local, state and federal income taxes attributable to the Project Owner for income received under these Power Purchase Provisions.

b. The Project Owner is responsible for any personal property taxes attributable to its ownership of the personal property associated with the Project.

c. The Project Owner is responsible for any Governmental Charges currently attributable to the sale of Net Energy to the Town, irrespective of whether imposed before, upon or after the delivery of Net Energy to the Point of Delivery. In the event that changes in law or regulation result in a change in the Governmental Charges attributable to the sale of Net Energy to the Town, the Parties agree to negotiate in good faith a fair and equitable sharing of any increase in such charges, *provided, however*, the Project Owner shall have no obligation for any Governmental Charges imposed by the Town on the sale of Net Energy or the ownership and operation of renewable or distributed electrical energy facilities subsequent to the Effective Date, unless the imposition of such a charge by the Town is mandated by applicable state or federal law.

d. Both Parties shall use reasonable efforts to administer these Power Purchase Provisions and implement its provisions so as to minimize Governmental Charges. In the event any of the sales of Net Energy hereunder are to be exempted from or not subject to one or more

Governmental Charges, the applicable Party shall, promptly upon the other Party's request therefore, provide the applicable Party with all necessary documentation to evidence such exemption or exclusion.

4.4 Environmental Credits and Value. The Agreement shall not include any rights, title or interest in any environmental offsets or allowances, renewable production or investment tax credits, or environmental attributes, value or credits of any kind or nature, earned by or attributable to (A) the Project and (B) the Energy, including, without limitation, those resulting from or associated with the Federal Clean Air Act (including, but not limited to, Title IV of the Clean Air Act Amendments of 1990), renewable energy certificates ("**RECs**") (or associated GIS Certificates), or any other state or federal acts, laws or regulations that provide offsets, allowances, or credits related to energy or emissions (collectively, the "**Environmental Attributes**"). RECs represent the environmental and other non-energy attributes, value and credits of any kind and nature associated with one (1) megawatt hour (MWh) of generation eligible for compliance against the Renewable Energy Portfolio Standard, 225 C.M.R. §14.00, including, but not limited to, any and all pollution offsets or allowances and regulatory compliance rights. The Town may not, under the Agreement or otherwise, make any claim of title to any RECs or the corresponding energy in regards to a renewable portfolio standard, emission offset or other environmental disclosure or similar regulatory requirement. To the extent any tax, RECs, Environmental Attributes or other such credits are allocated to the Town by operation of law or regulation, the Town shall cooperate fully with the Project Owner to disclaim any rights to such credits and attributes and to assign or allocate all such tax, RECs, Environmental Attributes or other such credits, and the value thereof to the Project Owner.

4.5 Net Metering Credits. All interest in and title to any and all Net Metering Credits generated or created during the Term in connection with the operation of the Project and the delivery of Net Energy to the Point of Delivery, together with the right to allocate such Net Metering Credits or receive cash payments in connection with the surrender or transfer of such Net Metering Credits, shall rest solely with the Town.

ARTICLE 5 METERING AND BILLING

5.1 Billing. On or before the tenth (10th) day (or if such day is not a Business Day, the next succeeding Business Day) after receipt of a statement from NSTAR for each Billing Period (as defined in the Tariff) calculating the Net Energy delivered by the Project during such Billing Period, the Project Owner shall calculate the amount due and payable to the Project Owner for the Net Energy produced and delivered to the Point of Delivery pursuant to Exhibit A to these Power Purchase Provisions, with respect to such Billing Period, and shall forward to the Town an invoice, including such calculation, with sufficient detail for the Town to verify the calculation and the total amount due and payable for such Billing Period. The Town shall reasonably cooperate with the Project Owner by promptly providing copies of (or electronic access to) any electric billing statements received by the Town necessary for the Project Owner to make the calculations required herein.

5.2 Payment. On or before the twentieth (20th) day after the Town receives an invoice for a Billing Period from the Project Owner, the Town shall pay the Project Owner any amounts due and payable hereunder for Net Energy for such Billing Period, as calculated pursuant to Exhibit A to these Power Purchase Provisions. All such invoices shall be paid by a mutually agreeable method to the account designated by the Project Owner. Any payment not made within the time limits specified herein shall bear interest from the date on which such payment was required to have been made through and including the date such payment is actually received by the Project Owner. Such interest shall accrue at an annual rate equal to the Interest Rate.

5.3 Metering Equipment. The Project Owner shall provide, install, own, operate and maintain the Project Metering Device. The Project Owner shall maintain and test the Project Metering Device generally in accordance with the same terms and conditions applicable to the Net Metering Device installed by NSTAR for the purpose of delivering Energy to NSTAR and the calculation of Net Metering Credits, but in any event on no less than an annual basis.

a. Readings of the Net Metering Device shall be conclusive as to the amount of Net Energy; provided that if the Net Metering Device is out of service, is discovered to be inaccurate, or registers inaccurately, measurement of Net Energy shall be determined by reference to the Project Metering Device and further provided that if one or more turbine(s) is connected "behind the meter" at the Town's wastewater treatment plant, the readings of the Project Metering Device shall be conclusive as the amount of Net Energy provided from such turbine(s) to the Town. If the Project Metering Device is also discovered to be inaccurate, or registers inaccurately, measurement of Net Energy shall be determined in the following sequence: (i) by estimating by reference to quantities measured during periods of similar conditions when the Project Metering Device was registering accurately; or (ii) if no reliable information exists as to the period of time during which such Project Metering Device was registering inaccurately, it shall be assumed for correction purposes hereunder that the period of such inaccuracy for the purposes of the correction was equal to (x) if the period of inaccuracy can be determined, the actual period during which inaccurate measurements were made; or (y) if the period of inaccuracy cannot be determined, one-half of the period from the date of the last previous test of such Project Metering Device through the date of the adjustments, provided, however, that, in the case of clause (y), the period covered by the correction shall not exceed six months.

b. Each Party and its consultants and representatives shall have the right to witness each test conducted by or under the supervision of the Project Owner to verify the accuracy of the measurements and recordings of the Net Metering Device and the Project Metering Device. The Project Owner shall provide at least twenty (20) days prior written notice to the Town of the date upon which any test of the Project Metering Device is to occur and shall provide prompt notice if Project Owner requests or is aware that NSTAR will be testing the Net Metering Device. The Project Owner shall prepare a written report setting forth the results of each such test, and shall provide the Town with copies of such written report not later than thirty (30) days after completion of such test. The Project Owner shall bear the cost of the annual testing of the Project Metering Device and the preparation of the Project Metering Device test reports.

c. The following steps shall be taken to resolve any disputes regarding the accuracy of the Project Metering Device or the Net Metering Device:

i. If either Party disputes the accuracy or condition of the Project Metering Device or the Net Metering Device, such Party shall so advise the other Party in writing. Either the Project Owner or the Town can request NSTAR to test the Net Metering Device in accordance with the Interconnection Agreement or Tariff.

ii. The Project Owner shall, within fifteen (15) days after receiving such notice from the Town, or the Town shall, within such time after having received such notice from the Project Owner, advise the other Party in writing as to its position concerning the accuracy of such Net Metering Device or Project Metering Device and state reasons for taking such position.

iii. If the Parties are unable to resolve the dispute through reasonable negotiations, then either Party may cause such Net Metering Device or Project Metering Device to be tested.

iv. If the Net Metering Device or Project Metering Device is found to be inaccurate by not more than 2%, any previous recordings of the Net Metering Device or Project Metering Device shall be deemed accurate, and the Party disputing the accuracy or condition of the Net Metering Device or Project Metering Device shall bear the cost of inspection and testing of such Net Metering Device or Project Metering Device.

v. If the Net Metering Device or Project Metering Device is found to be inaccurate by more than 2% or if such Net Metering Device or Project Metering Device is for any reason out of service or fails to register, then (a) the Project Owner shall promptly cause the Project Metering Device found to be inaccurate, or the Town shall promptly cause the Net Metering Device found to be inaccurate, to be adjusted to correct, to the extent practicable, such inaccuracy, (b) the Parties shall estimate the correct amounts of Net Energy during the periods affected by such inaccuracy, service outage or failure to register, and (c) the Project Owner shall bear the cost of inspection and testing of the Project Metering Device and the Town shall bear the cost of inspection and testing of the Net Metering Device. If as a result of such adjustment the quantity of Electricity for any period is decreased (such quantity, the "***Net Energy Deficiency Quantity***"), the Project Owner shall reimburse the Town for the amount paid by the Town in consideration for the Net Energy Deficiency Quantity. If as a result of such adjustment the quantity of Net Energy for any period is increased (such quantity, the "***Net Energy Surplus Quantity***"), the Town shall pay for the Net Energy Surplus Quantity.

5.4 Records and Audits. Each Party will keep, for a period of not less than two (2) years after the expiration or termination of any transaction, records sufficient to permit verification of the accuracy of billing statements, invoices, charges, computations and payments for such transaction, including the amounts of any energy consumed by the Town in connection with any of the Town Accounts and the Net Metering Device Account (as such terms are defined in Exhibit A to these Power Purchase Provisions). Either Party may, at its sole cost and expense,

a. Commencing no later than the Commencement of Operations, the Project Owner shall procure and maintain in full force and effect a maintenance and repair agreement for the Project with the Project manufacturer for a period of at least two years. Upon expiration of the maintenance and repair agreement for the Project with the Project manufacturer, the Project Owner shall maintain in full force and effect a maintenance and repair agreement for the Project, either with a qualified third party or through the use of its own personnel.

b. The Project Owner shall maintain accurate operating and other records and all other data for the purposes of proper administration of these Power Purchase Provisions, including such records as may be required of the Project Owner (and in the form required) by any Governmental Authority, NEPOOL, ISO-NE, NSTAR, or as may be reasonably required by the Town.

c. The Project Owner shall provide the Town with a monthly e-mail report, as soon as practicable after the end of each month regarding the progress with respect to the permitting, financing, construction, and operations of the Project or other data concerning the Project as the Town may, from time to time, reasonably request.

d. Commencing with the Commencement of Operations, the Project Owner shall notify the Town as soon as practicable when the Project Owner becomes aware that the Project may be mechanically inoperable for more than a 48-hour period.

e. The Project Owner shall perform its obligations under these Power Purchase Provisions in full compliance with the Applicable Legal Requirements, and construct, operate, maintain and decommission the Project in full accordance with Applicable Legal Requirements.

f. The Project Owner shall comply with the provisions of the Site Lease Provisions.

g. The Project Owner shall comply, and shall require its employees to comply, with the Occupational Safety and Health Act, and the rules promulgated thereunder by the U.S. Department of Labor, and all applicable state statutes and regulations affecting job safety.

h. The Project Owner shall use Commercially Reasonable efforts to obtain at its sole cost all approvals and agreements required for the Project Owner's interconnection of the Project to the Town's equipment and to assist the Town in obtaining the approvals and agreements necessary for the Town to connect its equipment to the local electric distribution grid maintained by NSTAR. The Project Owner will promptly inform the Town of all significant developments relating to such interconnection matters. The Town will cooperate fully with the Project Owner on all such matters and shall provide the Project Owner with such information as the Project Owner may reasonably request in connection with the Project Owner's procurement of, and the Project Owner's assistance in procurement of, such approvals and agreements. If any material changes in plans and/or specifications to the Project or the interconnection of the Town's facilities are required by the applicable electric distribution company, then the Project Owner shall submit such changes, if any, to the Town for its approval, which shall not be unreasonably conditioned, withheld or delayed.

6.3 The Town's Obligations.

a. The Town shall act as the Host Customer, as defined in 220 C.M.R. §18.02, for the Project. To the extent that NSTAR and the Town mutually agree that NSTAR will not pay for Net Metering Credits pursuant to 220 C.M.R. §18.05(4) but will instead allocate the Net Metering Credits pursuant to 220 C.M.R. §18.05(1), the Town shall be responsible for identifying designees of the Net Metering Credits in accordance with Applicable Legal Requirements and the Tariff. During the Term of these Power Purchase Provisions, the Project Owner shall have no claim on, or responsibility regarding, such Net Metering Credits.

b. Subject to the terms and conditions of these Power Purchase Provisions, the Town shall, upon prior written request by the Project Owner and at the Project Owner's expense, execute a consent agreement with respect to a collateral assignment hereof in favor of any Financier(s) in a form reasonably acceptable to the Town in its sole discretion, provided that the Town's duty to make factual statements or representations in such consent and agreement shall be contingent upon the truthfulness and accuracy of such statements or representations at the time the consent and agreement is delivered.

c. The Town acknowledges that the Financier(s) may have other or further requests with respect to the assignment of the Agreement (such as requests for legal opinions or certificates from the Town) and may request that certain terms be incorporated into a consent agreement or assignment agreement to be executed by the Town. The Town, at the Project Owner's expense, will consider any such requests and will cooperate, negotiate and execute and deliver any such consent and agreement or assignment in good faith.

d. The Town shall perform its obligations under these Power Purchase Provisions in full compliance with the Applicable Legal Requirements.

e. The Town shall comply with the provisions of the Site Lease Provisions and shall not cause the Project Owner to be in breach of any provisions of the Site Lease Provisions as a result of the Town's actions or inactions under these Power Purchase Provisions.

f. The Town shall reasonably cooperate with the Project Owner so that the Project Owner can meet its obligations under these Power Purchase Provisions and under the Site Lease Provisions. The Town agrees to take all reasonable measures with respect to which it has legal capacity to facilitate and expedite the review of all local permits and approvals necessary for the design, construction, engineering, operations, maintenance and deconstruction of the Project and to act at all times during such review within its legal capacity. This provision is not intended to and shall not be construed to imply that the Town's Board of Selectmen has the authority to direct the outcome of any application submitted to any independent local permit issuing authority nor that the Town's Board of Selectmen has the independent or concurrent authority to issue any permits or other such approvals for the Project. The Parties agree that, in the event either Party is sued by a third-party in connection with any Permit, approval or any other matter related to the Project, these Power Purchase Provisions or the Site Lease Provisions, the defending Party will immediately notify and consult with the other Party. The Parties further agree that they will

work together in good faith to expeditiously defend such action and shall coordinate their defense efforts subject to any restrictions imposed by Applicable Legal Requirements.

ARTICLE 7

REPRESENTATIONS AND WARRANTIES

7.1 Representations and Warranties by the Project Owner. As of the Effective Date, the Project Owner represents and warrants to the Town as follows.

- a. The Project Owner is a limited liability company, duly organized, validly existing, and in good standing under the laws of Massachusetts.
- b. The Project Owner has full legal capacity to enter into and perform these Power Purchase Provisions.
- c. The execution, delivery and performance of these Power Purchase Provisions by the Project Owner has been duly authorized, and each person executing these Power Purchase Provisions on behalf of the Project Owner has full authority to do so and to fully bind the Project Owner.
- d. To the Project Owner's knowledge, there is no action, suit, proceeding, inquiry, or investigation overtly threatened in writing or pending before or by any judicial court or administrative or law enforcement agency against or affecting the Project Owner or its properties wherein any unfavorable decision, ruling, or finding would materially and adversely affect the validity or enforceability of the Agreement or the Project Owner's ability to carry out its obligations under these Power Purchase Provisions.

7.2 Representations and Warranties by the Town. The Town represents and warrants to the Project Owner as follows.

- a. The Town is a municipal corporation having its principal office at 40 Centre Street, Fairhaven, Massachusetts 02719.
- b. The Town has full legal capacity to enter into and perform these Power Purchase Provisions.
- c. The execution, delivery and performance of these Power Purchase Provisions by the Town has been duly authorized, and each person executing these Power Purchase Provisions on behalf of the Town has full authority to do so and to fully bind the Town.
- d. To the Town's knowledge, there is no action, suit, proceeding, inquiry, or investigation overtly threatened in writing or pending before or by any judicial court or administrative or law enforcement agency against or affecting the Town or its properties wherein any unfavorable decision, ruling, or finding would materially and adversely affect the validity or enforceability of the Agreement or the Town's ability to carry out its obligations under these Power Purchase Provisions.

ARTICLE 8
TERMINATION/DEFAULT/REMEDIES

8.1 Events of Default by the Town. The following shall each constitute an Event of Default by the Town.

a. The Town fails to make any material payment due under these Power Purchase Provisions within thirty (30) days after such payment is due unless the specific amount of the payment not made is being contested.

b. The Town fails to perform or comply with any material covenant or agreement set forth in these Power Purchase Provisions and such failure continues for a period of thirty (30) days after receipt of written notice thereof from the Project Owner to the Town; provided that if the Town proceeds with due diligence during such thirty (30) day period to cure such breach and is unable by reason of the nature of the work involved using Commercially Reasonable efforts to cure the same within the said thirty (30) days, but during such thirty (30) days the Town makes, and continues to make, Commercially Reasonable efforts to cure the default, then the Town shall not be in default until either such efforts are abandoned, reasonable progress towards a cure has not resulted, or such efforts are concluded and the default remains un-cured.

c. An event of default of the Town under the Site Lease Provisions that results in termination of the Lease.

d. The Town materially breaches its obligations under these Power Purchase Provisions.

8.2 Events of Default by the Project Owner. The following shall each constitute an Event of Default by the Project Owner.

a. The Project Owner fails to make any material payment due under these Power Purchase Provisions within thirty (30) days after such payment is due unless the specific amount of the payment not made is being contested.

b. The Project Owner fails to perform or comply with any material covenant or agreement set forth in these Power Purchase Provisions and such failure continues for a period of thirty (30) days after receipt of written notice thereof from the Town to the Project Owner; provided that if the Project Owner proceeds with due diligence during such thirty (30) day period to cure such breach and is unable by reason of the nature of the work involved using Commercially Reasonable efforts to cure the same within the said thirty (30) days, but during such thirty (30) days the Project Owner makes, and continues to make, Commercially Reasonable efforts to cure the default, then the Project Owner shall not be in default until either such efforts are abandoned, reasonable progress towards a cure has not resulted, or such efforts are concluded and the default remains un-cured.

c. An event of default of the Project Owner under the Site Lease Provisions that results in termination of the Lease.

d. The Project Owner materially breaches its obligations under these Power Purchase Provisions.

e. For any reason other than an event of *Force Majeure*, the Project Owner is unable to deliver Net Energy to the Point of Delivery for eighteen (18) consecutive months following the Commencement of Operations and prior to expiration of these Power Purchase Provisions.

f. The Project Owner: (i) is dissolved (other than pursuant to a consolidation, amalgamation or merger); (ii) becomes insolvent or is unable to pay its debts or fails (or admits in writing its inability) generally to pay its debts as they become due; (iii) makes a general assignment, arrangement or composition with or for the benefit of its creditors; (iv) has instituted against it a proceeding seeking a judgment of insolvency or bankruptcy or any other relief under any bankruptcy or insolvency law or other similar law affecting creditor's rights, or a petition is presented for its winding-up, reorganization or liquidation, which proceeding or petition is not dismissed, stayed or vacated within one hundred twenty (120) Business Days thereafter; (v) commences a voluntary proceeding seeking a judgment of insolvency or bankruptcy or any other relief under any bankruptcy or insolvency law or other similar law affecting creditors' rights; (vi) seeks or consents to the appointment of an administrator, provisional liquidator, conservator, receiver, trustee, custodian or other similar official for it or for all or substantially all of its assets; (vii) causes or is subject to any event with respect to it which, under the applicable laws of any jurisdiction, has an analogous effect to any of the events specified in clauses (i) to (vi) inclusive; or (viii) takes any action in furtherance of, or indicating its consent to, approval of, or acquiescence in, any of the foregoing acts.

8.3 *Force Majeure*.

a. Except as specifically provided herein, if by reason of *Force Majeure*, either Party is unable to carry out, either in whole or in part, any of its obligations herein contained, such Party shall not be deemed to be in default during the continuation of such inability, provided that: (i) the non-performing Party, within two (2) weeks after the occurrence of the *Force Majeure* event, gives the other Party hereto written notice describing the particulars of the occurrence and the anticipated period of delay; (ii) the suspension of performance be of no greater scope and of no longer duration than is required by the *Force Majeure* event; (iii) no obligations of the Party which were to be performed prior to the occurrence causing the suspension of performance shall be excused as a result of the occurrence; and (iv) the non-performing Party shall use Commercially Reasonable efforts to remedy with all reasonable dispatch the cause or causes preventing it from carrying out its obligations.

b. If an event of *Force Majeure* affecting either Party continues for a period of one hundred eighty (180) days or longer, the performing Party may treat such an event as an Event of Default and may terminate these Power Purchase Provisions.

8.4 Termination for Default.

a. Upon the occurrence of an Event of Default, the non-defaulting Party at any time thereafter may give written notice to the defaulting Party specifying such Event of Default and such notice may state that these Power Purchase Provisions and the Term shall expire and terminate on a date specified in such notice, which shall be at least five (5) Business Days after the giving of such notice, and upon any termination date specified in such notice, these Power Purchase Provisions shall terminate as though such date were the date originally set forth herein for the termination hereof.

b. In the event these Power Purchase Provisions are terminated as a result of an Event of Default of the Project Owner, the Town shall have no further obligation to make any payment whatsoever under these Power Purchase Provisions, except for payments for obligations arising or accruing prior to the effective date of termination.

c. In the event these Power Purchase Provisions are terminated as a result of an Event of Default of the Town:

i. The Project Owner shall have no further obligation to deliver Net Energy to the Point of Delivery or to make any payment whatsoever under these Power Purchase Provisions, except for payments for obligations arising or accruing prior to the effective date of termination; and

ii. The Project Owner shall have the right, but not the obligation, to continue to maintain the Project pursuant to the provisions of the Site Lease Provisions, and to enter into a power supply agreement with one or more third parties, for the remainder of the then effective Initial Term or Extension Term of the Site Lease Provisions. In the event that the Project Owner elects to continue operations of the Project pursuant to the preceding sentence, the Town shall reasonably cooperate with the Project Owner to allow the Project Owner (and any subsequent owner of a wind turbine associated with the Project) to interconnect directly with NSTAR or one or more Host Customers, in the Project Owner's sole discretion and at the Project Owner's sole cost, and the Town shall promptly transfer to the Project Owner or its designees any Net Metering Credits that are generated after the effective date of termination and are paid or credited to the Town by NSTAR.

ARTICLE 9 REMEDIES AND LIMITATION OF LIABILITY

9.1 Remedies. Subject to the limitations set forth in these Power Purchase Provisions, the Town and the Project Owner each reserve and shall have all rights and remedies available to it at law or in equity with respect to the performance or non-performance of the other Party hereto under these Power Purchase Provisions. Each Party agrees that it has a duty to mitigate damages that it may incur as a result of the other Party's non-performance under these Power Purchase Provisions.

9.2 Limitation of Liability. NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR ANY SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES OF ANY CHARACTER, RESULTING FROM, ARISING OUT OF, IN CONNECTION WITH OR IN ANY WAY INCIDENT TO ANY ACT OR OMISSION OF EITHER PARTY RELATED TO THE PROVISIONS OF THESE POWER PURCHASE PROVISIONS, IRRESPECTIVE OF WHETHER CLAIMS OR ACTIONS FOR SUCH DAMAGES ARE BASED UPON CONTRACT, WARRANTY, NEGLIGENCE, STRICT LIABILITY OR ANY OTHER THEORY AT LAW OR EQUITY.

9.3 Waivers.

a. **No Implied Waivers – Remedies Cumulative.** No covenant or agreement under these Power Purchase Provisions shall be deemed to have been waived by the Project Owner or the Town, unless such waiver shall be in writing and signed by the Party against whom it is to be enforced or such Party's agent. Consent or approval of the Project Owner or the Town to any act or matter must be in writing and shall apply only with respect to the particular act or matter in which such consent or approval is given and shall not relieve the other Party from the obligation wherever required under these Power Purchase Provisions to obtain consent or approval for any other act or matter. The Project Owner or the Town may restrain any breach or threatened breach of any covenant or agreement herein contained, but the mention herein of any particular remedy shall not preclude either the Project Owner or the Town from any other remedy it might have, either in law or in equity. The failure of the Project Owner or the Town to insist upon the strict performance of any one of the covenants or agreements of these Power Purchase Provisions or to exercise any right, remedy or election herein contained or permitted by law shall not constitute or be construed as a waiver or relinquishment for the future of such covenant or agreement, right, remedy or election, but the same shall continue and remain in full force and effect. Any right or remedy of the Project Owner or the Town herein specified or any other right or remedy that the Project Owner or the Town may have at law, in equity or otherwise upon breach of any covenant or agreement herein contained shall be a distinct, separate and cumulative right or remedy and no one of them, whether exercised or not, shall be deemed to be in exclusion of any other.

b. **Acceptance of Payment.** Neither receipt nor acceptance by the Project Owner or the Town of any payment due herein, nor payment of same by the Town or the Project Owner, shall be deemed to be a waiver of any default under the covenants or agreements of these Power Purchase Provisions, or of any right or defense that the Project Owner or the Town may be entitled to exercise hereunder.

c. **Waiver of Termination for Convenience.** The Town hereby expressly waives any rights it may have to cancel these Power Purchase Provisions or discharge any of its obligations hereunder on the basis that there may be a right of termination for convenience (whether it be express, implied or constructive) in contracts with public entities.

ARTICLE 10
ASSIGNMENT, SUBLETTING, MORTGAGE

10.1 Prior Written Consent. The Project Owner shall not assign or in any manner transfer these Power Purchase Provisions or any part thereof without the prior written consent of the Town, which consent may not be unreasonably conditioned, withheld or delayed, except that in connection with: (i) any assignment or transfer of these Power Purchase Provisions by the Project Owner to an Affiliate of the Project Owner; and (ii) any assignment to any Financier(s) as collateral security for obligations under the financing documents entered into with such Financier(s), subject to the terms and conditions of these Power Purchase Provisions, no prior notice to or consent of the Town is required, provided that the Project Owner shall promptly notify the Town after the date of assignment or transfer. The Town agrees to reasonably cooperate with the Project Owner and any Financier(s) and to execute and deliver to the Project Owner and to any Financier(s) such consents, estoppels, certificates and other agreements or documents as such Financier(s) may reasonably request in connection with the Town's mortgage, assignment or collateral assignment or grant of such other security interest in these Power Purchase Provisions pursuant to this Article 10.

10.2 Financing by Financier(s). The Town acknowledges that the Project Owner proposes to finance its interest in the Project, and therefore specifically agrees without any further request for prior consent to permit the Project Owner to mortgage, assign collaterally or in full or transfer its interest in these Power Purchase Provisions, the Site Lease Provisions and the Project for the purpose of obtaining such financing, which may include equity and/or debt, subject to the following conditions.

a. The term of such mortgage, assignment or transfer shall not exceed the term of the Site Lease Provisions.

b. The Project Owner shall give the Town notice of the existence of such mortgage, assignment or transfer, together with the name and address of the mortgagee, assignee or transferee, and a copy of the mortgage, assignment or transfer document within thirty (30) days of the execution of such mortgage, assignment or transfer.

10.3 Release of the Project Owner. The Project Owner shall be relieved from its obligations under these Power Purchase Provisions:

a. By any whole disposition of the Project Owner's interest in these Power Purchase Provisions in compliance with Section 10.1, when coupled with a written instrument signed by the assignee or transferee of such interest in which said assignee or transferee accepts and agrees to be bound by the terms of these Power Purchase Provisions, and provided that the assignee proves to the reasonable satisfaction of the Town that it is capable of performing its obligations under these Power Purchase Provisions unless the Parties agree otherwise, and except as otherwise provided by the terms of any assignment or transfer; and

b. In the event of any foreclosure by Financier(s), in which case Financier(s) or their designees shall substitute for the Project Owner for purposes of these Power Purchase

**ARTICLE 11
PROJECT PURCHASE OPTION**

For and in consideration of the payments made by the Town under these Power Purchase Provisions, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the Parties, the Project Owner hereby grants the Town the right and option to purchase all of the Project Owner's right, title and interest in and to the Project on the terms set forth in Section 12 of the Site Lease Provisions (the "*End of Term Purchase Option*").

**ARTICLE 12
INDEMNIFICATION**

12.1 Indemnification of the Town. To the fullest extent permitted by law, the Project Owner shall indemnify, hold harmless and defend (with counsel reasonably acceptable to the Town) the Town, and any of its officers, directors, employees, agents, affiliates, subsidiaries and partners from and against all liability, including all expenses and reasonable attorney's fees by reason of liability imposed upon the Town, and/or any of its officers, directors, employees, agents, affiliates, subsidiaries and partners, related to, arising out of or resulting from: (i) any negligence by the Project Owner or any of its officers, directors, employees, agents, affiliates, subsidiaries or partners under these Power Purchase Provisions; (ii) any accident, injury or damage whatsoever caused to any person on the Leased Premises during the term of the Site Lease Provisions; and (iii) any violation of Applicable Legal Requirements or by a breach by Project Owner of the terms of these Power Purchase Provisions, except insofar as caused by the intentionally wrongful acts or the gross negligence of the Town and/or any of its officers, directors, employees, agents, affiliates, subsidiaries and partners.

**ARTICLE 13
INSURANCE**

The Insurance provisions in the Site Lease Provisions are hereby incorporated by reference.

**ARTICLE 14
MISCELLANEOUS**

14.1 Notices. All notices and other formal communications which either Party may give to the other under or in connection with these Power Purchase Provisions shall be in writing (except where expressly provided for otherwise), shall be effective upon receipt, and shall be sent by any of the following methods: hand delivery; reputable overnight courier; certified mail, return receipt requested; or facsimile transmission.

The communications shall be sent to the following addresses:

with a copy to:

Mary Beth Gentlemen, Esq.
Foley Hoag LLP
155 Seaport Boulevard
Boston, MA 02210
Tel: (617) 832-1199
Fax: (617) 832-7000
Email: mgentleman@foleyhoag.com

Any Party may change its address and contact person for the purposes of this Section by giving notice thereof in the manner required herein.

14.2 Confidentiality. Except as provided in this Section 14.2, neither Party shall publish, disclose, or otherwise divulge Confidential Information to any person at any time during or after the term of these Power Purchase Provisions, without the other Party's prior express written consent.

a. Each Party shall permit knowledge of and access to Confidential Information only to those of its affiliates, attorneys, accountants, representatives, agents and employees who have a need to know related to these Power Purchase Provisions. Notwithstanding the foregoing, the Project Owner shall be permitted to disclose material terms of these Power Purchase Provisions and the Site Lease Provisions, including a copy of these Power Purchase Provisions and the Site Lease Provisions in connection with the issuance and marketing of Qualified Energy Conservation Bonds and Recovery Zone Facility Bonds in connection with its financing of the Project.

b. If required by any law, statute, ordinance, decision, order or regulation passed, adopted, issued or promulgated by a court, governmental agency or authority having jurisdiction over a Party, that Party may release Confidential Information, or a portion thereof, to the court, governmental agency or authority, as required by Applicable Legal Requirements, statute, ordinance, decision, order or regulation, and a Party may disclose Confidential Information to accountants in connection with audits, provided however, to the extent permitted by law, such disclosing Party shall notify the other Party of the required disclosure, such that the other Party may attempt (if such Party so chooses) to cause that court, governmental agency, authority or accountant to treat such information in a confidential manner and to prevent such information from being disclosed or otherwise becoming part of the public domain.

c. In connection with the above, the Parties acknowledge that the Town is a public entity that is subject to certain public records disclosure statutes and regulations which may require the disclosure of information otherwise considered Confidential Information.

14.3 Severability. If any article, section, phrase or portion of these Power Purchase Provisions are, for any reason, held or adjudged to be invalid, illegal or unenforceable by any court of competent jurisdiction, such article, section, phrase, or portion so adjudged will be deemed separate, severable and independent and the remainder of these Power Purchase Provisions will

be and remain in full force and effect and will not be invalidated or rendered illegal or unenforceable or otherwise affected by such adjudication, provided the basic purpose of these Power Purchase Provisions and the benefits to the Parties are not substantially impaired. Provided further, that the Parties shall enter into negotiations concerning the terms affected by such decisions for the purpose of achieving conformity with requirements of any Applicable Legal Requirements and the intent of the Parties.

14.4 Governing Law. These Power Purchase Provisions are and the rights and duties of the Parties hereunder shall be governed by and shall be construed, enforced and performed in accordance with the laws of the Commonwealth of Massachusetts without regard to principles of conflicts of law.

14.5 Dispute Resolution. The Parties shall negotiate in good faith and attempt to resolve any dispute, controversy or claim arising out of or relating to the Agreement or the breach, interpretation, termination or validity thereof (a "Dispute").

a. Any Dispute that is not settled to their mutual satisfaction Agreement shall be settled by binding arbitration between the Parties conducted in Fairhaven, Massachusetts, and in accordance with the Commercial Arbitration Rules of the American Arbitration Association in effect on the date that a Party gives notice of its demand for arbitration under this Section 14.5. The submitting Party shall submit such Dispute to arbitration by providing a written demand for arbitration to the other Party and the Parties shall select a single neutral arbitrator. If the Parties cannot agree on a single neutral arbitrator within fifteen (15) days thereafter, then either Party may request that the American Arbitration Association select and appoint a neutral arbitrator who shall act as the sole arbitrator. The arbitrator shall have significant experience with the wind power industry in Massachusetts. The decision of the arbitrator shall be final and binding upon the Parties, and the award may be enforced by either Party in a court of competent jurisdiction; provided, however, that the arbitrator shall not have the authority to award punitive, exemplary or analogous damages. Any award of the arbitrator shall include interest from the date of any damages incurred for breach or other violation of these Power Purchase Provisions at the rate of the lesser of (x) the Interest Rate and (y) the maximum rate allowed by law for contract claims. Each Party shall bear the cost of preparing and presenting its own case. The cost of the arbitration, including the fees and expenses of the arbitrator, shall initially be shared equally by the Parties.

b. An arbitrator may not alter, change or amend the terms of these Power Purchase Provisions or of the Lease, nor may an arbitrator award damages which have the effect of altering, changing or amending the terms of the Lease.

c. The obligation to arbitrate shall not bar any Party from pursuing (a) requests for preliminary injunctions, temporary restraining orders, specific performance, or other procedures in a court of competent jurisdiction to obtain interim relief when deemed necessary by such court to preserve the status quo or prevent irreparable injury pending resolution by arbitration of the actual Dispute or (b) actions to collect payments not subject to a bona fide Dispute or (c) claims permitted hereunder against third parties.

14.13 No Broker. The Project Owner and the Town each represents and warrants to the other that it has dealt with no broker in connection with the consummation of these Power Purchase Provisions, and in the event of any brokerage claims against the Project Owner or the Town predicated upon prior dealings with the other Party, the Party purported to have used the broker agrees to defend the same.

14.14 Amendments; Binding Effect. These Power Purchase Provisions may not be amended, changed, modified, or altered unless such amendment, change, modification, or alteration is in writing and signed by both of the Parties to these Power Purchase Provisions or their successor in interest. These Power Purchase Provisions inures to the benefit of and is binding upon the Parties and their respective successors and permitted assigns.

14.15 Nondiscrimination. The Project Owner agrees that it shall not, because of race, color, national origin, ancestry, age, sex, religion, physical or mental handicap, or sexual orientation, (a) discriminate against any qualified employee, applicant for employment, subcontractor, or person or firm seeking to provide goods or services to the Project Owner, or (b) deny any person access to the Project or to any activities or programs carried out in connection with the Project. The Project Owner shall comply with all applicable federal and state statutes, rules, and regulations prohibiting discrimination in employment or public accommodation.

14.16 Counterparts. These Power Purchase Provisions may be executed in counterparts, each of which shall be deemed an original and all of which shall constitute one and the same agreement.

14.17 Further Assurances. From time to time and at any time at and after the execution of these Power Purchase Provisions, each Party shall execute, acknowledge and deliver such documents and assurances, reasonably requested by the other and shall take any other action consistent with the terms of the Agreement that may be reasonably requested by the other for the purpose of effecting or confirming any of the transactions contemplated by these Power Purchase Provisions. Neither Party shall unreasonably withhold, condition or delay its compliance with any reasonable request made pursuant to this Section.

14.18 Good Faith. All rights, duties and obligations established by these Power Purchase Provisions shall be exercised in good faith and in a Commercially Reasonable manner.

14.19 Survival. The provisions of Sections 4.4 (Governmental Charges), 4.4 (Environmental Credits and Value), 5.4 (Records and Audits), 5.5 (Dispute), 9.1(Remedies), 9.2 (Limitation of Liability), 9.3 (Waivers), Articles 11 (Project Purchase and Sale Options), 12 (Indemnification) and 14 (Miscellaneous) shall survive the expiration or earlier termination of these Power Purchase Provisions for a period of three (3) years, provided, however, the Project Owner's rights and obligations under Sections 4.3 (Governmental Charges) and 4.4 (Environmental Credits and Value) shall terminate on the date of the Project Owner's delivery to the Town of a bill of sale in connection with the closing of the Town's purchase of the Project pursuant to the End of Term Purchase Option.

14.20 Obligation to Modify Provisions Pursuant to Rules and Regulations under the Green Communities Act or other Actions by Governmental Authority. Upon implementation by the Massachusetts Department of Public Utilities, Massachusetts Department of Energy Resources or other Governmental Authority of any rule or regulation that may affect any provision of these Power Purchase Provisions, in particular any rule or regulation regarding the provision of or eligibility for Net Metering, the Parties shall negotiate in good faith, shall amend these Power Purchase Provisions to conform to such rule(s) and/or regulation(s) to the greatest extent possible, and shall use best efforts to conform such amendment to the original intent of these Power Purchase Provisions and to do so in a timely fashion.

14.21 No Limitation of Regulatory Authority. The Parties acknowledge and agree that the Town is a municipal entity, and that nothing in these Power Purchase Provisions or the Lease shall be deemed to be an agreement by the Town to issue or cause the issuance of any approval, authorization, or permit, or to limit or otherwise affect the ability of the Town or the Commonwealth of Massachusetts to fulfill its regulatory mandate or execute its regulatory powers consistent with Applicable Legal Requirements.

14.22 No Third-Party Beneficiaries. These Power Purchase Provisions are intended solely for the benefit of the Parties hereto. Except as expressly set forth in these Power Purchase Provisions, nothing in these Power Purchase Provisions shall be construed to create any duty to or standard of care with reference to, or any liability to, or any benefit for, any person not a Party to these Power Purchase Provisions. This provision is not intended to limit the rights of a leasehold mortgagee under the Lease nor the rights of any Financier(s) under these Power Purchase Provisions.

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EXHIBIT A
TO POWER PURCHASE PROVISIONS
NET ENERGY PRICE AND TERMS

Section 1. Definitions. For purposes of this Exhibit A to these Power Purchase Provisions, the following terms shall have the meanings ascribed below.

“Actual Annual Consumption” means, the actual amount of electric energy in kWh consumed by the Town and its subdivisions for the Town Accounts as determined by regular periodic readings taken during a Contract Year during the Term as evidenced on bills provided to the Town by NSTAR for electric distribution service and, without duplication, any competitive electric supplier providing electric commodity services to the Town and its subdivisions.

“Actual Annual Generation” means the amount of Net Energy generated by the Project and delivered to the Point of Delivery as measured by the Net Metering Device or the Project Metering Device in accordance with the terms of the Power Purchase Provisions in a Contract Year during the Term.

“Base Rate” means an amount equal to \$0.0743 per kWh in the first Contract Year, increasing on the first day of the month of each subsequent Contract Year at the rate of 2.3%.

“Contract Year” means 12 consecutive monthly Billing Periods commencing with Commencement of Operations and each subsequent 12 consecutive monthly Billing Periods.

“Net Energy Charge” has the meaning set forth in Section 2 of this Exhibit A.

“Net Metering Device Account” means the NSTAR account or accounts associated with the Net Metering Device having the identifying information set forth on Schedule 1 to this Exhibit A.

“Other Town Accounts” means the accounts identified on Schedule 1 to this Exhibit A under the heading “Other Town Accounts,” which includes accounts with NSTAR for electric distribution service provided to the Town or a subdivision of the Town and for the electric commodity provided to the Town or its subdivisions by a competitive electric supplier.

“Projected Annual Consumption” means in the first Contract Year, 6,600,000 kWh, and in each subsequent Contract Year the lesser of (a) 6,600,000 kWh increasing 2% per year for each Contract Year, or (b) the Town’s Actual Annual Consumption for the previous Contract Year.

“WWTP Account(s)” shall mean the account or accounts under which the Town’s wastewater treatment plant at 5 Arsene Street receives electric distribution service from NSTAR and supply of electric commodity from any competitive electric supplier, as further described on Schedule 1 to this Exhibit A.

“Town Accounts” shall mean the WWTP Account(s) and the Other Town Accounts.

Section 2. Calculation of Net Energy Charge.

2.1 Calculation. The “*Net Energy Charge*” in a Billing Period during the Term shall be the sum of the following charges:

- (1) the amount of Net Energy for such Billing Period, *multiplied by* the Base Rate; *plus*
- (2) the amount of Net Energy for such Billing Period in excess of the Town’s actual electric consumption in kWh under the WWTP Account(s) for the closest prior Billing Period for such WWTP Account(s), *multiplied by* the sum of the transmission, transition and distribution components included in the Net Metering Credit calculated by NSTAR for the Net Metering Device Account; *plus*
- (3) if during such Billing Period the cumulative amount of Net Energy for the Contract Year through and including the last day of such Billing Period is in excess of the Projected Annual Consumption for such Contract Year, the amount of such excess related to such Billing Period *multiplied by* the difference between (a) the amount in dollars for the then applicable default service charge component included in the Net Metering Credit calculated by NSTAR for the Net Metering Device Account minus (b) the Base Rate (which difference may be negative).

2.2 True Up for Actual Annual Consumption. If, in any Contract Year during the term, the Actual Annual Consumption for such Contract exceeds the Projected Annual Consumption for such year, then the Project Owner shall apply a credit to amounts due under invoices in the subsequent Contract Year for any amounts paid by the Town under clause (3) of Section 2.1 of this Exhibit A above, provided, however, no credit shall be paid with respect to any Actual Annual Consumption in excess of the lesser of clause (a) of the definition of Projected Annual Consumption or the Actual Energy Generation for such Contract Year.

Section 3. Information Sharing; Cooperation

3.1 Copies of Account Statements. The Town shall reasonably cooperate with the Project Owner in connection with collecting information necessary for the calculation of the Net Energy Charge and in verifying such information, including, without limitation, by providing the Project Owner access to the Town Accounts and copies of the Town’s and any subdivision’s or department’s electric bills from NSTAR and any competitive supplier providing electric commodity service to the Town Accounts.

3.2 Online Access. The Town shall establish a user name and log on password with NSTAR at http://www.nstaronline.com/business/account_services/ebill/ebill.asp or such other NSTAR website and shall link each Town Account into a single profile using the website. The Town shall provide such user name and log on password to the Project Owner for purposes of confirming the electric consumption under the Town Accounts. The Town hereby grants permission to the Project Owner to use such information for such purposes.

3.3 Net Metering Device Account Information. The Town shall immediately forward a copy of any statement, billing information or other correspondence received from NSTAR with respect to the Net Metering Device Account. The Town shall also establish and make available to the Project Owner a separate user name and log on password with NSTAR with respect to the Net Metering Device Account.

3.4 Actual Annual Consumption. Not later than sixty (60) days after the annual anniversary date of a Contract Year, during the Term, the Town shall provide the Project Owner a statement of the Actual Annual Consumption for the Town Accounts for the previous Contract Year, together with copies of or other sufficient access to statements and bills for the Town Accounts for Project Owner to verify such Actual Annual Consumption.

3.5 Updates to Schedule 1. Subject to the limitations resulting from clause (a) of the definition of Projected Annual Consumption, the Town may deliver updates to Schedule 1 of these Power Purchase Provisions to reflect the addition of any new, or existing but previously unlisted, Other Town Accounts, or the removal of any closed, or non-existing but previously listed, Town Accounts.

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Schedule 1 to Exhibit A

Town & Net Metering Accounts

A. WWTP Account(s)

Street Address of Premises for Account	NSTAR Account Name	NSTAR Account Number
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1.

2.

B. Other Town Accounts

Street Address of Premises for Account	NSTAR Account Name	NSTAR Account Number
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C. Net Metering Device Account

Street Address of Premises for Account	NSTAR Account Name	NSTAR Account Number
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Schedule 1 to Exhibit A
Town & Net Metering Accounts

A. WWTP Account(s)

<u>Street Address of Premises for Account</u>	<u>NSTAR Account Name</u>	<u>NSTAR Account Number</u>	<u>Included on Fax 3/2/11</u>
1. 5 Arsene Street	WWTF	1220-961-0026	X
2. 5 Arsene Street	Hwy and Parks	1221-297-0011	X

B. Other Town Accounts

<u>Street Address of Premises for Account</u>	<u>NSTAR Account Name</u>	<u>NSTAR Account Number</u>	<u>Included on Fax 3/2/11</u>
1. Center Street	Town of Fairhaven	1221-143-0017	X
2. 60 Sconticut Neck Road	School Dept	1221-271-0011	X
3. Manhattan Ave	Town of Fairhaven	1221-276-0016	X
4.		1221-285-0031	
5. 431 Sconticut Neck Rd RSP	Town of Fairhaven	1221-294-0014	X
6. Arsene St RR Ave	Town of Fairhaven	1221-305-0011	X
7. Mill Road Water	Town of Fairhaven	1221-307-0019	X
8. 65 Mill Road	Water	1221-309-0025	X
9. 321 Huttleston Ave Sta 5	Fire Dept	1221-318-0024	X
10. 65 Mill Road	Civil Def	1221-560-0011	
11.		1221-641-0014	
12.		1221-642-0013	
13. Alden Rd and Bridge	Police Department	1221-747-0017	
14. 30 School St, Jr High	School Dept	1224-730-0010	X
15.		1224-735-0015	
16. 42 Center Street	Town Hall	1224-736-0014	X
17. 100 Pleasant St, Rogrs Sch	School Dept	1224-749-0019	X
18. 100 Pleasant St, Rogrs Sch	School Dept	1224-750-0015	
19. 100 Pleasant St, #2	School Dept	1224-751-0014	X
20. 100 Pleasant St, Rogrs Sch	School Dept	1224-752-0013	
21. 100 Pleasant St, #2	School Dept	1224-753-0012	X
22. 100 Pleasant St, Rogrs Sch	School Dept	1224-754-0011	X
23. Middle St Cush Park	Pumping Station	1224-813-0010	X
24. 1 South Street	Town of Fairhaven	1224-830-0019	X
25. Cushman Park	Town of Fairhaven	1224-844-0013	
26. 128 Washington St	School Dept	1224-845-0012	X
27. 20 Washington Street	Historical Comm	1224-848-0019	X
28. Pilgrim Ave	Town of Fairhaven	1224-866-0016	X
29. Taber Street	Town of Fairhaven	1224-875-0015	X
30.		1224-876-0014	
31.		1224-877-0013	
32. Morton St Oxford	School Dept	1224-890-0016	X
33. Morton St Oxford	School Dept	1224-891-0015	X
34. 347 Main Street	School Dept	1224-892-0022	X
35. Abbey Street	Town of Fairhaven	1224-917-0015	X
36. 12 Bridge Street	Sewer Dept	1224-933-0015	X
37.		1224-934-0014	
38. Spring Street	Town of Fairhaven	1224-939-0019	
39. 60 Sconticut Neck Road	Town of Fairhaven	1225-131-0012	X
40. Fort Street	Historical Comm	1225-212-0014	
41. Ocean Ave	Town of Fairhaven	1225-214-0012	
42. Union Wharf	Town of Fairhaven	1225-239-0013	
43. Middle St	Town of Fairhaven	1225-248-0012	
44. 12 Huttleston Ave	Public Schools	1225-278-0015	X
45. Sconticut Neck Road Wood Sc	Town of Fairhaven	1236-341-0015	X
46. 43 Center Street	Town of Fairhaven	1244-404-0260	X
47. 190 Bridge Street Garage	Fairhaven Emergency Mgmt	1260-098-0036	X
48. Miller Road Cor Bridge	Town of Fairhaven	1260-107-0019	
49. Boston Hill Water Tank	BPW	1260-411-0010	X
50.		1260-443-0020	
51. 215 Alden Road Pump	Town of Fairhaven	1260-573-0014	X
52. 239 Alden Road Pump	Town of Fairhaven	1260-574-0013	X
53. 240 Alden Road Pump	Town of Fairhaven	1260-575-0012	X
54. Academy Building Museum	Selectman	1270-760-0016	X
55.		1270-854-0013	

B. Other Town Accounts

<u>Street Address of Premises for Account</u>	<u>NSTAR Account Name</u>	<u>NSTAR Account Number</u>	<u>Included on Fax 3/2/11</u>
56. Spring St, St Josephs Sch	Town of Fairhaven	1272-133-0012	
57. 32 Pine Grove St Pump	Town of Fairhaven	1286-747-0010	X
58.		1288-171-0029	
59. 141 Fir St	Sewer Treatment	1634-531-0011	X
60. 11 Causeway Rd, Pump St	Town of Fairhaven	1635-751-0011	X
61. 146 Washington Street	Police Department	1635-837-0019	X
62. Kacy Ln St Lite	Town of Fairhaven	1639-254-0023	
63. Century Dr St Lite	Town of Fairhaven	1639-255-0022	
64. 1 James St, Pump Station	Sewer Dept	1639-433-0019	X
65. Larch Ave Athletic Field	School Dept	1641-864-0013	X
66. 5 Rocky Point Rd, Pump Station	Sewer Dept	1642-626-0010	X
67. David Drown Blvd	Town of Fairhaven	1648-369-0018	
68.		1654-518-0016	
69.		1656-602-0018	
70. 229 Huttleston Ave Senior CTR	Town of Fairhaven	1660-083-0026	X
71. 227 Huttleston Ave Rec	Town of Fairhaven	1660-084-0025	X
72.		2684-788-0023	
73. 200 Bridge St	Town of Fairhaven	2692-716-0015	X
74. 39 Marguerite St Pump	DPW	2720-941-0011	X
75. 21 Bernese St Pump	DPW	2720-943-0019	X
76. 34R Camel St Pump	DPW	2720-985-0018	X
77. 31R Shore Drive Pump	DPW	2720-986-0017	X
78. 13 Sunrise CT Pump	DPW	2720-987-0016	X
79. 12R Weybridge Rd Pump	DPW	2721-031-0010	X
80. River Street Pump	Sewer Dept	2761-543-0025	X
81.		2771-435-0017	
82.		2777-455-0027	
83.		2777-455-0035	
84. Glenhaven Ave Park	BPW	2780-249-0014	
85. Fir St 310/1	Town of Fairhaven	2817-031-0016	X
86. 2 New Boston Rd, FES	Town of Fairhaven	2820-733-0011	X
87. 2 Union Wharf	Town of Fairhaven	2832-491-0018	X
88.		2840-675-0019	
89. New-Boston Rd		1221-320-0020	X
90. 2 New-Boston Rd EFS		1221-321-0011	X
91. 2 New-Boston Rd EFS		1221-322-0010	
92. Tinkham Ln		1257-965-0016	X
93. Larch Ave High Sch	School Dept	1636-611-0019	X
94. Wolf Island Well	BPW	1641-852-0017	X
95. Spring Street	Park Dep	2716-576-0011	X
96. Tinkham Pump		2806-271-0018	X
97. Street Lights	Street Lights	4000-130-3987	X
98. River Road Pump Station	BPW	1221-349-0027	X added 3/2/11
99. River Road Pump Station	BPW	1221-348-0010	X added 3/2/11

C. Net Metering Account(s)

<u>Street Address of Premises for Account</u>	<u>NSTAR Account Name</u>	<u>NSTAR Account Number</u>
1. Arsene Street	Fairhaven Wind LLC	TBD
2. Arsene Street	Arsene Wind LLC	TBD

Curtailment Conditions as per 12/12/2013 Mitigation Plan

From the period of November 15 to April 30, Fairhaven Wind will shut down one wind turbine[1] if the following conditions (collectively, the "Mitigation Conditions") occur (or are forecast to occur) between the hours of midnight and 4 am:

- (a) Wind is (or is forecast to be) blowing from a wind direction which is within 11.25 degrees of the Northwest (315 degrees on the compass), Northeast (45 degrees) or South-Southwest (205 degrees);
- (b) Wind is below 7 meters/second (15.7 miles per hour) at the
- (c) There is no precipitation.

	Year	Month	# of Shutdowns
1	2013	November	2
2	2013	December	3
3	2014	January	4
4	2014	February	7
5	2014	March	6
6	2014	April	9
7	2014	November	0
8	2014	December	5
9	2015	January	6
10	2015	February	4
11	2015	March	0
12	2015	April	3
13	2015	November	5
14	2015	December	15
15	2016	January	10
16	2016	February	5
17	2016	March	7
18	2016	April	13
19	2016	November	10
20	2016	December	11
21	2017	January	8
22	2017	February	3
23	2017	March	14
24	2017	April	16
25	2017	November	6
26	2017	December	16
27	2018	January	21
28	2018	February	13
29	2018	March	20
30	2018	April	16

31	2018	November	6
32	2018	December	16
33	2019	January	21
34	2019	February	13
35	2019	March	20
36	2019	April	16
37	2019	November	7
38	2019	December	9
39	2020	January	16
40	2020	February	14
41	2020	March	9
42	2020	COVID PANDEMIC	

* Shutdowns can range from momentary to multiple hour

	Total	Average by Month	Adjustment for Partial Month	% of Evenings
November	36	5.14	10.29	34.29%
December	75	10.71		34.56%
January	86	12.29		39.63%
February	59	8.43		29.80%
March	76	10.86		36.19%
April	73	12.17		40.56%

Net Metering Tracker: Fairhaven Wind LLC Calculation of Net Metering Credits and Benefits to Town of Fairhaven (Summary By Contract Year)

Billing Cycle			Billed	Net Metering Credits Paid to Town ⁽¹⁾	Average NMC per kWh	Payment to FWLCC from PPA Provisions ⁽²⁾			Total Fairhaven Benefits			
									Lease Payments	Net Metering Savings to Town ⁽³⁾	Yearly Total Benefits	Cumulative Benefits
Start Date	End Date	Days	kWh			Year	PPA Rate	Billed				
4/26/12	6/4/13	404	6,366,010	839,892	\$ 0.1319	1	\$ 0.0743	\$ 781,058	\$ 116,667	\$ 58,834	\$ 175,521	\$ 175,521
6/4/13	6/4/14	365	5,400,220	757,419	\$ 0.1403	2	\$ 0.0760	\$ 642,967	\$ 100,000	\$ 114,452	\$ 214,452	\$ 389,972
6/4/14	6/3/15	364	5,090,680	844,976	\$ 0.1660	3	\$ 0.0778	\$ 596,682	\$ 100,000	\$ 248,682	\$ 349,146	\$ 739,119
6/3/15	6/2/16	365	5,310,830	848,094	\$ 0.1597	4	\$ 0.0795	\$ 643,667	\$ 100,000	\$ 204,430	\$ 304,430	\$ 1,043,548
6/2/16	6/2/17	365	5,109,860	743,593	\$ 0.1455	5	\$ 0.0814	\$ 627,329	\$ 100,000	\$ 116,264	\$ 216,264	\$ 1,259,812
6/2/17	6/4/18	367	6,009,160	993,820	\$ 0.1654	6	\$ 0.0832	\$ 733,157	\$ 100,000	\$ 260,666	\$ 360,666	\$ 1,620,478
6/4/18	6/4/19	365	6,142,780	1,046,244	\$ 0.1703	7	\$ 0.0852	\$ 729,010	\$ 100,000	\$ 312,074	\$ 412,074	\$ 2,032,552
6/4/19	6/3/20	365	6,206,550	999,007	\$ 0.1610	8	\$ 0.0871	\$ 780,038	\$ 100,000	\$ 218,968	\$ 318,968	\$ 2,351,520
6/3/20	6/3/21	365	5,044,410	774,837	\$ 0.1536	9	\$ 0.0891	\$ 633,264	\$ 100,000	\$ 141,791	\$ 241,791	\$ 2,593,312
6/3/21	6/2/22	364	4,175,780	759,750	\$ 0.1819	10	\$ 0.0912	\$ 536,833	\$ 100,000	\$ 222,928	\$ 322,928	\$ 2,916,240
6/2/22	6/2/23	365	2,934,820	822,026	\$ 0.2801	11	\$ 0.0933	\$ 375,468	\$ 100,000	\$ 446,500	\$ 546,500	\$ 3,462,741
6/2/23	5/2/24	335	3,258,010	859,998	\$ 0.2640	12	\$ 0.0954	\$ 497,046	\$ 91,667	\$ 362,952	\$ 454,619	\$ 3,917,359
TOTAL			4389	61,049,110	\$ 10,289,656			\$ 7,576,519	\$			3,917,359
										Percent of NMC to Town of Fairhaven =		38%

NOTES

- 1 From bills generated by NSTAR/Eversource
- 2 See monthly bills.
- 3 Net Metering Credits Paid to Town minus Payment to FWLCC from PPA Provisions.

Net Metering Tracker: Fairhaven Wind LLC Calculation of Net Metering Credits and Benefits to Town of Fairhaven

Billing Cycle			Billed kWh	Net Metering Credits Paid to Town ⁽¹⁾	Average NMC per kWh	Total Fairhaven Benefits				
Start Date	End Date	Days				Lease Payments	Net Metering Savings to Town ⁽³⁾	Monthly Total Benefits	Cumulative Benefits	Annual Cumulative Benefit
4/26/2012	5/3/2012	7	4,830	\$ 662	\$ 0.1371	\$ 8,333	\$ 303	\$ 8,637	\$ 8,637	\$8,637
5/3/2012	6/4/2012	32	357,070	\$ 47,617	\$ 0.1334	\$ 8,333	\$ 6,898	\$ 15,232	\$ 23,868	\$23,868
6/4/2012	7/4/2012	30	301,490	\$ 39,671	\$ 0.1316	\$ 8,333	\$ 7,126	\$ 15,460	\$ 39,328	\$39,328
7/4/2012	8/2/2012	29	216,370	\$ 26,066	\$ 0.1205	\$ 8,333	\$ 5,180	\$ 13,533	\$ 52,861	\$52,861
8/2/2012	8/31/2012	29	264,950	\$ 31,994	\$ 0.1208	\$ 8,333	\$ 5,126	\$ 13,459	\$ 66,320	\$66,320
8/31/2012	10/2/2012	32	393,540	\$ 47,778	\$ 0.1214	\$ 8,333	\$ 3,501	\$ 11,834	\$ 78,154	\$78,154
10/2/2012	11/1/2012	30	463,540	\$ 56,320	\$ 0.1215	\$ 8,333	\$ 3,040	\$ 11,373	\$ 89,527	\$89,527
11/1/2012	12/3/2012	32	560,490	\$ 68,151	\$ 0.1216	\$ 8,333	\$ 2,106	\$ 10,439	\$ 99,966	\$99,966
12/3/2012	1/3/2013	31	640,430	\$ 79,059	\$ 0.1234	\$ 8,333	\$ (67)	\$ 8,266	\$ 108,232	\$108,232 not a full year
1/3/2013	2/1/2013	29	674,730	\$ 94,602	\$ 0.1402	\$ 8,333	\$ 3,197	\$ 11,530	\$ 119,763	\$119,763
2/1/2013	3/3/2013	30	647,850	\$ 89,812	\$ 0.1386	\$ 8,333	\$ 4,180	\$ 12,514	\$ 132,277	\$132,277
3/3/2013	4/3/2013	31	750,820	\$ 105,342	\$ 0.1403	\$ 8,333	\$ 4,774	\$ 13,108	\$ 145,384	\$145,384
4/3/2013	5/5/2013	32	574,700	\$ 80,575	\$ 0.1402	\$ 8,333	\$ 6,109	\$ 14,442	\$ 159,827	\$159,827
5/5/2013	6/4/2013	30	515,200	\$ 72,243	\$ 0.1402	\$ 8,333	\$ 7,360	\$ 15,694	\$ 175,521	\$175,521
6/4/2013	7/4/2013	30	287,140	\$ 40,181	\$ 0.1399	\$ 8,333	\$ 8,860	\$ 17,193	\$ 192,714	\$192,714
7/4/2013	8/4/2013	31	222,810	\$ 31,253	\$ 0.1403	\$ 8,333	\$ 5,077	\$ 13,410	\$ 206,124	\$206,124
8/4/2013	9/3/2013	30	301,980	\$ 42,430	\$ 0.1405	\$ 8,333	\$ 8,123	\$ 16,457	\$ 222,580	\$222,580
9/3/2013	10/2/2013	29	305,550	\$ 42,935	\$ 0.1405	\$ 8,333	\$ 7,031	\$ 15,364	\$ 237,945	\$237,945
10/2/2013	11/3/2013	32	470,680	\$ 66,271	\$ 0.1408	\$ 8,333	\$ 7,679	\$ 16,013	\$ 253,957	\$253,957
11/3/2013	12/4/2013	31	534,170	\$ 75,243	\$ 0.1409	\$ 8,333	\$ 8,067	\$ 16,401	\$ 270,358	\$270,358
12/4/2013	1/5/2014	32	575,190	\$ 80,954	\$ 0.1407	\$ 8,333	\$ 9,025	\$ 17,359	\$ 287,717	\$287,717
1/5/2014	2/3/2014	29	494,900	\$ 69,224	\$ 0.1399	\$ 8,333	\$ 13,047	\$ 21,380	\$ 309,097	\$309,097
2/3/2014	3/5/2014	30	488,670	\$ 68,349	\$ 0.1399	\$ 8,333	\$ 11,948	\$ 20,281	\$ 329,378	\$329,378
3/5/2014	4/3/2014	29	668,920	\$ 93,651	\$ 0.1400	\$ 8,333	\$ 14,441	\$ 22,775	\$ 352,152	\$352,152
4/3/2014	5/5/2014	32	687,680	\$ 96,284	\$ 0.1400	\$ 8,333	\$ 13,399	\$ 21,732	\$ 373,885	\$373,885
5/5/2014	6/4/2014	30	362,530	\$ 50,643	\$ 0.1397	\$ 8,333	\$ 7,755	\$ 16,088	\$ 389,972	\$389,972
6/4/2014	7/6/2014	32	393,400	\$ 55,094	\$ 0.1400	\$ 8,333	\$ 8,550	\$ 16,883	\$ 406,855	\$406,855
7/6/2014	8/4/2014	29	366,590	\$ 51,781	\$ 0.1413	\$ 8,333	\$ 8,627	\$ 16,961	\$ 423,816	\$423,816
8/4/2014	9/3/2014	30	152,670	\$ 21,295	\$ 0.1395	\$ 8,333	\$ 5,601	\$ 14,399	\$ 438,215	\$438,215
9/3/2014	10/2/2014	29	161,770	\$ 22,587	\$ 0.1396	\$ 8,333	\$ 6,240	\$ 14,573	\$ 452,788	\$452,788
10/2/2014	11/3/2014	32	694,330	\$ 98,294	\$ 0.1416	\$ 8,333	\$ 13,533	\$ 21,866	\$ 474,654	\$474,654
11/3/2014	12/3/2014	30	353,010	\$ 49,854	\$ 0.1412	\$ 8,333	\$ 6,847	\$ 15,180	\$ 489,834	\$489,834
12/3/2014	1/5/2015	33	283,360	\$ 41,978	\$ 0.1481	\$ 8,333	\$ 8,052	\$ 16,385	\$ 506,219	\$506,219
1/5/2015	2/3/2015	29	530,180	\$ 99,805	\$ 0.1882	\$ 8,333	\$ 37,427	\$ 45,760	\$ 551,979	\$551,979
2/3/2015	3/4/2015	29	613,060	\$ 115,442	\$ 0.1883	\$ 8,333	\$ 43,702	\$ 52,036	\$ 604,015	\$604,015
3/4/2015	4/2/2015	29	578,480	\$ 108,860	\$ 0.1882	\$ 8,333	\$ 41,671	\$ 50,004	\$ 654,019	\$654,019
4/2/2015	5/4/2015	32	574,210	\$ 107,275	\$ 0.1868	\$ 8,333	\$ 40,303	\$ 48,636	\$ 702,655	\$702,655
5/4/2015	6/3/2015	30	389,620	\$ 72,711	\$ 0.1866	\$ 8,333	\$ 28,130	\$ 36,464	\$ 739,119	\$739,119
6/3/2015	7/5/2015	32	406,700	\$ 73,233	\$ 0.1801	\$ 8,333	\$ 27,501	\$ 35,835	\$ 774,953	\$774,953
7/5/2015	8/3/2015	29	254,940	\$ 36,751	\$ 0.1442	\$ 8,333	\$ 9,559	\$ 17,892	\$ 792,846	\$792,846
8/3/2015	9/1/2015	29	240,450	\$ 34,649	\$ 0.1441	\$ 8,333	\$ 9,189	\$ 17,522	\$ 810,368	\$810,368
9/1/2015	10/1/2015	30	259,630	\$ 37,432	\$ 0.1442	\$ 8,333	\$ 10,227	\$ 18,561	\$ 828,929	\$828,929
10/1/2015	11/2/2015	32	334,600	\$ 48,187	\$ 0.1440	\$ 8,333	\$ 14,774	\$ 23,108	\$ 852,037	\$852,037
11/2/2015	12/3/2015	31	553,000	\$ 80,006	\$ 0.1447	\$ 8,333	\$ 19,671	\$ 28,005	\$ 880,041	\$880,041
12/3/2015	1/5/2016	33	593,320	\$ 88,005	\$ 0.1483	\$ 8,333	\$ 20,135	\$ 28,469	\$ 908,510	\$908,510
1/5/2016	2/3/2016	29	683,550	\$ 115,309	\$ 0.1687	\$ 8,333	\$ 21,947	\$ 30,281	\$ 938,791	\$938,791
2/3/2016	3/3/2016	29	473,690	\$ 79,832	\$ 0.1685	\$ 8,333	\$ 16,825	\$ 25,159	\$ 963,949	\$963,949
3/3/2016	4/3/2016	31	640,710	\$ 108,067	\$ 0.1687	\$ 8,333	\$ 21,887	\$ 30,221	\$ 994,170	\$994,170
4/3/2016	5/3/2016	30	491,750	\$ 82,885	\$ 0.1686	\$ 8,333	\$ 17,751	\$ 26,084	\$ 1,020,254	\$1,020,254
5/3/2016	6/2/2016	30	378,490	\$ 63,738	\$ 0.1684	\$ 8,333	\$ 14,961	\$ 23,294	\$ 1,043,548	\$1,043,548
6/2/2016	7/1/2016	29	339,220	\$ 56,760	\$ 0.1673	\$ 8,333	\$ 14,421	\$ 22,755	\$ 1,066,303	\$1,066,303
7/1/2016	8/2/2016	32	362,320	\$ 50,563	\$ 0.1396	\$ 8,333	\$ 5,774	\$ 14,107	\$ 1,080,410	\$1,080,410
8/2/2016	9/1/2016	30	213,570	\$ 29,703	\$ 0.1391	\$ 8,333	\$ 6,631	\$ 14,964	\$ 1,095,374	\$1,095,374
9/1/2016	10/3/2016	32	259,420	\$ 36,133	\$ 0.1393	\$ 8,333	\$ 6,240	\$ 14,573	\$ 1,109,948	\$1,109,948
10/3/2016	11/2/2016	30	214,550	\$ 29,841	\$ 0.1391	\$ 8,333	\$ 4,871	\$ 13,204	\$ 1,123,152	\$1,123,152
11/2/2016	11/30/2016	28	377,230	\$ 52,654	\$ 0.1396	\$ 8,333	\$ 5,192	\$ 13,526	\$ 1,136,678	\$1,136,678
11/30/2016	1/3/2017	34	671,440	\$ 94,374	\$ 0.1406	\$ 8,333	\$ 5,796	\$ 14,129	\$ 1,150,807	\$1,150,807
1/3/2017	2/2/2017	30	625,380	\$ 92,386	\$ 0.1477	\$ 8,333	\$ 14,988	\$ 23,322	\$ 1,174,128	\$1,174,128
2/2/2017	3/3/2017	29	680,330	\$ 100,525	\$ 0.1478	\$ 8,333	\$ 16,186	\$ 24,519	\$ 1,198,648	\$1,198,648
3/3/2017	4/3/2017	31	837,900	\$ 123,864	\$ 0.1478	\$ 8,333	\$ 19,527	\$ 27,860	\$ 1,226,508	\$1,226,508
4/3/2017	5/3/2017	30	297,220	\$ 43,636	\$ 0.1468	\$ 8,333	\$ 9,224	\$ 17,557	\$ 1,244,065	\$1,244,065
5/3/2017	6/2/2017	30	231,280	\$ 33,154	\$ 0.1434	\$ 8,333	\$ 7,414	\$ 15,747	\$ 1,259,812	\$1,259,812
6/2/2017	7/3/2017	31	323,130	\$ 47,845	\$ 0.1481	\$ 8,333	\$ 9,806	\$ 18,139	\$ 1,277,952	\$1,277,952
7/3/2017	8/2/2017	30	258,370	\$ 39,913	\$ 0.1545	\$ 8,333	\$ 10,461	\$ 18,794	\$ 1,296,745	\$1,296,745
8/2/2017	9/1/2017	30	230,440	\$ 35,572	\$ 0.1544	\$ 8,333	\$ 11,454	\$ 19,787	\$ 1,316,533	\$1,316,533
9/1/2017	10/3/2017	32	489,230	\$ 75,796	\$ 0.1549	\$ 8,333	\$ 16,720	\$ 25,053	\$ 1,341,586	\$1,341,586
10/3/2017	11/2/2017	30	552,790	\$ 85,675	\$ 0.1550	\$ 8,333	\$ 17,297	\$ 25,631	\$ 1,367,217	\$1,367,217
11/2/2017	12/3/2017	31	592,410	\$ 91,833	\$ 0.1550	\$ 8,333	\$ 17,960	\$ 26,293	\$ 1,393,510	\$1,393,510
12/3/2017	1/3/2018	31	459,690	\$ 72,193	\$ 0.1570	\$ 8,333	\$ 15,922	\$ 24,256	\$ 1,417,765	\$1,417,765
1/3/2018	2/2/2018	30	816,620	\$ 144,762	\$ 0.1773	\$ 8,333	\$ 41,276	\$ 49,609	\$ 1,467,375	\$1,467,375
2/2/2018	3/5/2018	31	632,380	\$ 110,720	\$ 0.1751	\$ 8,333	\$ 33,123	\$ 41,456	\$ 1,508,831	\$1,508,831
3/5/2018	4/3/2018	29	683,060	\$ 119,613	\$ 0.1751	\$ 8,333	\$ 34,823	\$ 43,156	\$ 1,551,987	\$1,551,987
4/3/2018	5/3/2018	30	623,630	\$ 109,185	\$ 0.1751	\$ 8,333	\$ 31,642	\$ 39,975	\$ 1,591,962	\$1,591,962
5/3/2018	6/4/2018	32	347,410	\$ 60,716	\$ 0.1748	\$ 8,333	\$ 20,182	\$ 28,516	\$ 1,620,478	\$1,620,478
6/4/2018	7/3/2018	29	294,840	\$ 51,100	\$ 0.1733	\$ 8,333	\$ 16,111	\$ 24,445	\$ 1,644,923	\$1,644,923
7/3/2018	8/2/2018	30	392,700	\$ 63,601	\$ 0.1620	\$ 8,333	\$ 16,411	\$ 24,744	\$ 1,669,667	\$1,669,667
8/2/2018	8/31/2018	29	285,320	\$ 46,144	\$ 0.1617	\$ 8,333	\$ 14,903	\$ 23,236	\$ 1,692,903	\$1,692,903

Net Metering Tracker: Fairhaven Wind LLC Calculation of Net Metering Credits and Benefits to Town of Fairhaven

Billing Cycle			Billed kWh	Net Metering Credits Paid to Town ⁽¹⁾	Average NMC per kWh	Total Fairhaven Benefits				
						Lease Payments	Net Metering Savings to Town(3)	Monthly Total Benefits	Cumulative Benefits	Annual Cumulative Benefit
Start Date	End Date	Days								
8/31/2018	10/2/2018	32	399,490	\$ 64,705	\$ 0.1620	\$ 8,333	\$ 19,034	\$ 27,368	\$ 1,720,271	\$302,505
10/2/2018	11/1/2018	30	553,140	\$ 89,686	\$ 0.1621	\$ 8,333	\$ 22,396	\$ 30,729	\$ 1,751,000	\$333,234
11/1/2018	12/4/2018	33	679,700	\$ 110,262	\$ 0.1622	\$ 8,333	\$ 29,095	\$ 37,429	\$ 1,788,428	\$370,663
12/4/2018	1/3/2019	30	462,140	\$ 75,564	\$ 0.1635	\$ 8,333	\$ 22,323	\$ 30,657	\$ 1,819,085	\$401,320
1/3/2019	2/2/2019	30	676,550	\$ 119,957	\$ 0.1773	\$ 8,333	\$ 37,761	\$ 46,094	\$ 1,865,179	\$46,094
2/2/2019	3/5/2019	31	597,310	\$ 105,878	\$ 0.1773	\$ 8,333	\$ 33,745	\$ 42,078	\$ 1,907,257	\$88,173
3/5/2019	4/3/2019	29	721,350	\$ 127,917	\$ 0.1773	\$ 8,333	\$ 39,185	\$ 47,518	\$ 1,954,776	\$135,691
4/3/2019	5/3/2019	30	605,150	\$ 107,271	\$ 0.1773	\$ 8,333	\$ 33,792	\$ 42,125	\$ 1,996,901	\$177,816
5/3/2019	6/4/2019	32	475,090	\$ 84,161	\$ 0.1771	\$ 8,333	\$ 27,318	\$ 35,651	\$ 2,032,552	\$213,467
6/4/2019	7/3/2019	29	319,620	\$ 55,694	\$ 0.1742	\$ 8,333	\$ 17,493	\$ 25,826	\$ 2,058,378	\$239,293
7/3/2019	8/2/2019	30	152,250	\$ 22,915	\$ 0.1505	\$ 8,333	\$ 6,877	\$ 15,210	\$ 2,073,589	\$254,504
8/2/2019	9/3/2019	32	207,970	\$ 31,394	\$ 0.1510	\$ 8,333	\$ 8,502	\$ 16,835	\$ 2,090,424	\$271,339
9/3/2019	10/2/2019	29	378,280	\$ 57,325	\$ 0.1515	\$ 8,333	\$ 10,997	\$ 19,330	\$ 2,109,754	\$290,669
10/2/2019	11/1/2019	30	696,850	\$ 105,815	\$ 0.1518	\$ 8,333	\$ 16,786	\$ 25,119	\$ 2,134,873	\$315,788
11/1/2019	12/4/2019	33	742,980	\$ 112,836	\$ 0.1519	\$ 8,333	\$ 18,649	\$ 26,982	\$ 2,161,855	\$342,770
12/4/2019	1/3/2020	30	647,640	\$ 99,360	\$ 0.1534	\$ 8,333	\$ 17,619	\$ 25,952	\$ 2,187,807	\$368,723
1/3/2020	2/4/2020	32	495,670	\$ 83,130	\$ 0.1677	\$ 8,333	\$ 20,877	\$ 29,210	\$ 2,217,018	\$29,210
2/4/2020	3/4/2020	29	592,410	\$ 99,405	\$ 0.1678	\$ 8,333	\$ 23,614	\$ 31,948	\$ 2,248,966	\$61,158
3/4/2020	4/2/2020	29	607,250	\$ 101,902	\$ 0.1678	\$ 8,333	\$ 24,077	\$ 32,410	\$ 2,281,376	\$93,568
4/2/2020	5/4/2020	32	814,450	\$ 136,761	\$ 0.1679	\$ 8,333	\$ 31,392	\$ 39,725	\$ 2,321,101	\$133,293
5/4/2020	6/3/2020	30	551,180	\$ 92,469	\$ 0.1678	\$ 8,333	\$ 22,086	\$ 30,420	\$ 2,351,520	\$163,713
6/3/2020	7/2/2020	29	217,420	\$ 35,941	\$ 0.1653	\$ 8,333	\$ 11,083	\$ 19,416	\$ 2,370,936	\$183,129
7/2/2020	7/30/2020	28	245,490	\$ 34,878	\$ 0.1421	\$ 8,333	\$ 6,512	\$ 14,846	\$ 2,385,782	\$197,975
7/30/2020	9/1/2020	33	365,820	\$ 52,102	\$ 0.1424	\$ 8,333	\$ 7,006	\$ 15,339	\$ 2,401,121	\$213,314
9/1/2020	10/1/2020	30	374,500	\$ 53,344	\$ 0.1424	\$ 8,333	\$ 6,994	\$ 15,328	\$ 2,416,449	\$228,642
10/1/2020	11/2/2020	32	453,530	\$ 64,657	\$ 0.1426	\$ 8,333	\$ 7,720	\$ 16,054	\$ 2,432,503	\$244,695
11/2/2020	12/3/2020	31	438,340	\$ 62,482	\$ 0.1425	\$ 8,333	\$ 7,705	\$ 16,038	\$ 2,448,541	\$260,734
12/3/2020	1/5/2021	33	563,080	\$ 81,829	\$ 0.1453	\$ 8,333	\$ 11,659	\$ 19,992	\$ 2,468,533	\$280,726
1/5/2021	2/3/2021	29	481,880	\$ 77,159	\$ 0.1601	\$ 8,333	\$ 16,460	\$ 24,793	\$ 2,493,326	\$24,793
2/3/2021	3/3/2021	28	476,700	\$ 76,327	\$ 0.1601	\$ 8,333	\$ 15,494	\$ 23,827	\$ 2,517,154	\$48,620
3/3/2021	4/2/2021	30	672,980	\$ 108,288	\$ 0.1609	\$ 8,333	\$ 20,518	\$ 28,851	\$ 2,546,005	\$77,472
4/2/2021	5/4/2021	32	499,100	\$ 84,628	\$ 0.1696	\$ 8,333	\$ 18,246	\$ 26,579	\$ 2,572,584	\$104,051
5/4/2021	6/3/2021	30	255,570	\$ 43,203	\$ 0.1690	\$ 8,333	\$ 12,394	\$ 20,728	\$ 2,593,312	\$124,778
6/3/2021	7/3/2021	30	300,930	\$ 50,006	\$ 0.1662	\$ 8,333	\$ 12,194	\$ 20,528	\$ 2,613,840	\$145,306
7/3/2021	8/3/2021	31	230,370	\$ 36,102	\$ 0.1567	\$ 8,333	\$ 8,937	\$ 17,270	\$ 2,631,110	\$162,576
8/3/2021	9/1/2021	29	190,540	\$ 29,813	\$ 0.1565	\$ 8,333	\$ 7,553	\$ 15,887	\$ 2,646,996	\$178,463
9/1/2021	10/1/2021	30	392,840	\$ 61,752	\$ 0.1572	\$ 8,333	\$ 11,748	\$ 20,081	\$ 2,667,077	\$198,544
10/1/2021	11/2/2021	32	309,330	\$ 48,568	\$ 0.1570	\$ 8,333	\$ 9,930	\$ 18,263	\$ 2,685,341	\$216,807
11/2/2021	12/3/2021	31	475,300	\$ 74,771	\$ 0.1573	\$ 8,333	\$ 12,959	\$ 21,293	\$ 2,706,633	\$238,100
12/3/2021	1/3/2022	31	331,310	\$ 53,675	\$ 0.1620	\$ 8,333	\$ 13,857	\$ 22,190	\$ 2,728,824	\$260,290
1/3/2022	2/2/2022	30	285,180	\$ 59,312	\$ 0.2080	\$ 8,333	\$ 24,402	\$ 32,735	\$ 2,761,559	\$32,735
2/2/2022	3/3/2022	29	453,040	\$ 94,388	\$ 0.2083	\$ 8,333	\$ 34,206	\$ 42,540	\$ 2,804,099	\$75,275
3/3/2022	4/1/2022	29	599,620	\$ 125,017	\$ 0.2085	\$ 8,333	\$ 40,807	\$ 49,141	\$ 2,853,239	\$124,415
4/1/2022	5/3/2022	32	335,650	\$ 69,858	\$ 0.2081	\$ 8,333	\$ 25,245	\$ 33,579	\$ 2,886,818	\$157,994
5/3/2022	6/2/2022	30	271,670	\$ 56,489	\$ 0.2079	\$ 8,333	\$ 21,089	\$ 29,422	\$ 2,916,240	\$187,416
6/2/2022	7/1/2022	29	217,910	\$ 45,490	\$ 0.2088	\$ 8,333	\$ 18,522	\$ 26,855	\$ 2,943,095	\$214,271
7/1/2022	8/3/2022	33	273,070	\$ 65,317	\$ 0.2392	\$ 8,333	\$ 31,263	\$ 39,596	\$ 2,982,692	\$253,868
8/3/2022	9/1/2022	29	113,330	\$ 26,945	\$ 0.2378	\$ 8,333	\$ 16,097	\$ 24,430	\$ 3,007,122	\$278,298
9/1/2022	10/3/2022	32	116,830	\$ 28,236	\$ 0.2417	\$ 8,333	\$ 17,597	\$ 25,930	\$ 3,033,052	\$304,228
10/3/2022	11/2/2022	30	227,430	\$ 54,354	\$ 0.2390	\$ 8,333	\$ 26,436	\$ 34,769	\$ 3,067,821	\$338,997
11/2/2022	12/2/2022	30	334,180	\$ 79,997	\$ 0.2394	\$ 8,333	\$ 36,575	\$ 44,909	\$ 3,112,730	\$383,906
12/2/2022	1/4/2023	33	511,350	\$ 129,047	\$ 0.2524	\$ 8,333	\$ 57,684	\$ 66,017	\$ 3,178,747	\$449,923
1/4/2023	2/2/2023	29	288,890	\$ 99,453	\$ 0.3443	\$ 8,333	\$ 61,040	\$ 69,373	\$ 3,248,120	\$69,373
2/2/2023	3/3/2023	29	212,380	\$ 73,140	\$ 0.3444	\$ 8,333	\$ 45,041	\$ 53,375	\$ 3,301,494	\$122,748
3/3/2023	4/3/2023	31	214,970	\$ 73,930	\$ 0.3439	\$ 8,333	\$ 45,392	\$ 53,725	\$ 3,355,220	\$176,473
4/3/2023	5/3/2023	30	120,820	\$ 41,589	\$ 0.3442	\$ 8,333	\$ 29,237	\$ 37,571	\$ 3,392,790	\$214,044
5/3/2023	6/2/2023	30	303,660	\$ 104,527	\$ 0.3442	\$ 8,333	\$ 61,617	\$ 69,950	\$ 3,462,741	\$283,994
6/2/2023	7/3/2023	31	186,270	\$ 62,267	\$ 0.3343	\$ 8,333	\$ 38,379	\$ 46,712	\$ 3,509,453	\$330,706
7/3/2023	8/3/2023	31	183,820	\$ 44,392	\$ 0.2415	\$ 8,333	\$ 21,373	\$ 29,706	\$ 3,539,159	\$360,412
8/3/2023	9/1/2023	29	251,440	\$ 60,723	\$ 0.2415	\$ 8,333	\$ 24,081	\$ 32,415	\$ 3,571,573	\$392,827
9/1/2023	10/3/2023	32	371,840	\$ 89,801	\$ 0.2415	\$ 8,333	\$ 33,125	\$ 41,458	\$ 3,613,031	\$434,285
10/3/2023	11/2/2023	30	193,060	\$ 46,624	\$ 0.2415	\$ 8,333	\$ 21,388	\$ 29,721	\$ 3,642,753	\$464,006
11/2/2023	12/4/2023	32	313,040	\$ 75,595	\$ 0.2415	\$ 8,333	\$ 31,533	\$ 39,866	\$ 3,682,619	\$503,872
12/4/2023	1/3/2024	30	146,860	\$ 35,984	\$ 0.2450	\$ 8,333	\$ 19,928	\$ 28,262	\$ 3,710,881	\$532,134
1/3/2024	2/2/2024	30	335,020	\$ 92,422	\$ 0.2759	\$ 8,333	\$ 39,211	\$ 47,544	\$ 3,758,425	\$47,544
2/2/2024	3/4/2024	31	421,330	\$ 116,231	\$ 0.2759	\$ 8,333	\$ 45,526	\$ 53,859	\$ 3,812,284	\$101,403
3/4/2024	4/2/2024	29	574,000	\$ 158,351	\$ 0.2759	\$ 8,333	\$ 56,288	\$ 64,621	\$ 3,876,905	\$166,024
4/2/2024	5/2/2024	30	281,330	\$ 77,609	\$ 0.2759	\$ 8,333	\$ 32,121	\$ 40,454	\$ 3,917,359	\$206,479
TOTAL			4389	61,049,110	\$ 10,288,993				3,917,359	
						Percent of NMC to Town of Fairhaven =		38%		

- NOTES
- 1 From bills generated by NSTAR/Eversource
 - 2 See monthly bills.
 - 3 Net Metering Credits Paid to Town minus Payment to FWLLC from PPA Provisions.

Power Curves and Sound Power Levels VENSYS 82 – 1.5 MW

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Power Curves and Sound Power Levels
VENSYS 82 – 1.5 MW



Wind turbine data	
Turbine:	VENSYS 82
Rated power:	1500 kW
Rotor diameter:	82.3 m
Cut-in wind speed:	3.0 m/s
Cut-out wind speed:	22.0 m/s

Determination for the power curve verification	
Verification according to:	IEC 61400-12-1:2017
Wind speed at hub height:	10 min average
Measurement of power:	Low voltage side. 620 V
Air density:	1.225 kg/m ³
Turbulence intensity:	9% $\frac{(0.75v_1+5.6)}{v_1}$
Wind shear exponent:	$0 \leq \alpha \leq 0.2$
Wind flow inclination:	$0^\circ \pm 2^\circ$
Blades:	No impurity/damage No icing

Determination for the sound power level verification	
Verification according to:	IEC 61400-11:2012
Air density:	1.225 kg/m ³
Turbulence intensity:	9% $\frac{(0.75v_1+5.6)}{v_1}$
Wind shear exponent:	$0 \leq \alpha \leq 0.2$
Wind flow inclination:	$0^\circ \pm 2^\circ$
Blades:	No impurity/damage No icing

1. The tonal audibility in the close-up range is $\Delta L_{a,k} < 0$ dB for the whole standard wind speed range.
2. Turbine noise in the close-up range is free of impulsivity for the whole standard wind speed range.
3. Due to uncertainties of production and measurement tolerances the indicated values are valid with an uncertainty of $\sigma_R = 0.5$ dB (A) and $\sigma_P = 1.2$ dB(A).
4. This data sheet cannot guarantee any site or project specific sound power level.

Prognosticated Sound Power Levels (SPL) of the VENSYS 82								
V _{Hub} [m/s]	Mode 0 [dB(A)]	Mode 1 [dB(A)]	Mode 2 [dB(A)]	Mode 3 [dB(A)]	Mode 4 [dB(A)]	Mode 5 [dB(A)]	Mode 6 [dB(A)]	Mode 7 [dB(A)]
3.0	86.3	86.3	86.3	86.3	86.3	86.3	86.3	86.3
3.5	86.3	86.3	86.3	86.3	86.3	86.3	86.3	86.3
4.0	86.3	86.3	86.3	86.3	86.3	86.3	86.3	86.3
4.5	86.6	86.6	86.6	86.6	86.6	86.6	86.6	86.6
5.0	88.8	88.8	88.8	88.8	88.8	88.8	88.8	88.8
5.5	91.0	91.0	91.0	91.0	91.0	91.0	91.0	91.0
6.0	93.2	93.2	93.2	93.2	93.2	93.2	93.2	93.2
6.5	95.4	95.4	95.4	95.4	95.4	95.4	95.4	95.4
7.0	97.7	97.7	97.7	97.7	97.7	97.7	97.7	97.7
7.5	99.9	99.9	99.9	99.9	99.9	99.9	99.0	98.0
8.0	102.1	102.1	102.1	102.0	101.0	100.0	99.0	98.0
8.5	104.3	104.0	103.0	102.0	101.0	100.0	99.0	98.0
9.0	104.5	104.0	103.0	102.0	101.0	100.0	99.0	98.0
9.5	104.5	104.0	103.0	102.0	101.0	100.0	99.0	98.0
10.0	104.5	104.0	103.0	102.0	101.0	100.0	99.0	98.0
10.5	104.5	104.0	103.0	102.0	101.0	100.0	99.0	98.0
11.0	104.5	104.0	103.0	102.0	101.0	100.0	99.0	98.0
11.5	104.5	104.0	103.0	102.0	101.0	100.0	99.0	98.0
12.0	104.5	104.0	103.0	102.0	101.0	100.0	99.0	98.0
12.5	104.5	104.0	103.0	102.0	101.0	100.0	99.0	98.0
13.0	104.5	104.0	103.0	102.0	101.0	100.0	99.0	98.0
13.5	104.5	104.0	103.0	102.0	101.0	100.0	99.0	98.0
14.0	104.5	104.0	103.0	102.0	101.0	100.0	99.0	98.0
14.5	104.5	104.0	103.0	102.0	101.0	100.0	99.0	98.0
15.0	104.5	104.0	103.0	102.0	101.0	100.0	99.0	98.0
15.5	104.5	104.0	103.0	102.0	101.0	100.0	99.0	98.0
16.0	104.5	104.0	103.0	102.0	101.0	100.0	99.0	98.0
16.5	104.5	104.0	103.0	102.0	101.0	100.0	99.0	98.0
17.0	104.5	104.0	103.0	102.0	101.0	100.0	99.0	98.0
17.5	104.5	104.0	103.0	102.0	101.0	100.0	99.0	98.0
18.0	104.5	104.0	103.0	102.0	101.0	100.0	99.0	98.0
18.5	104.5	104.0	103.0	102.0	101.0	100.0	99.0	98.0
19.0	104.5	104.0	103.0	102.0	101.0	100.0	99.0	98.0
19.5	104.5	104.0	103.0	102.0	101.0	100.0	99.0	98.0
20.0	104.5	104.0	103.0	102.0	101.0	100.0	99.0	98.0
20.5	104.5	104.0	103.0	102.0	101.0	100.0	99.0	98.0
21.0	104.5	104.0	103.0	102.0	101.0	100.0	99.0	98.0
21.5	104.5	104.0	103.0	102.0	101.0	100.0	99.0	98.0
22.0	104.5	104.0	103.0	102.0	101.0	100.0	99.0	98.0

Octave sound power spectrum in dB(A) for the maximum Sound Power Level

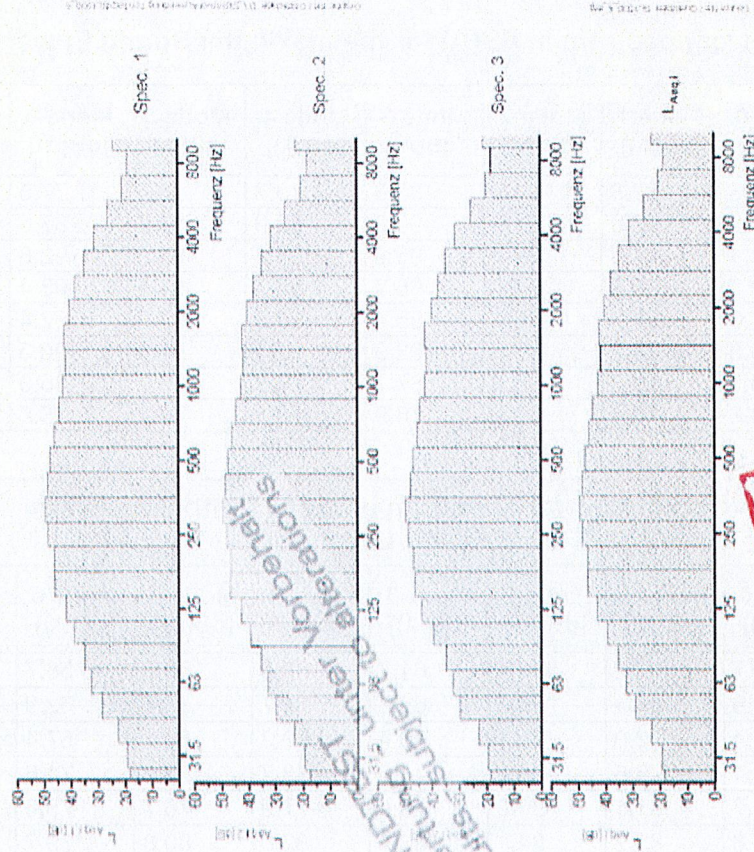
Frequency [Hz]	Mode 0 [dB(A)]	Mode 1 [dB(A)]	Mode 2 [dB(A)]	Mode 3 [dB(A)]	Mode 4 [dB(A)]	Mode 5 [dB(A)]	Mode 6 [dB(A)]	Mode 7 [dB(A)]
63	83.3	82.8	81.8	80.8	79.7	78.6	77.5	76.4
125	93.4	93.0	91.9	90.9	89.9	88.7	87.6	86.4
250	98.1	97.6	96.7	95.8	94.8	93.8	92.8	91.7
500	99.3	98.8	97.8	96.7	95.7	94.5	93.4	92.4
1000	97.8	97.3	96.4	95.4	94.3	93.3	92.4	91.5
2000	95.5	94.9	93.8	92.9	92.1	91.4	90.5	89.7
4000	90.5	89.7	88.6	87.7	86.9	86.2	85.0	83.9
8000	78.8	78.1	76.9	76.9	76.1	76.2	75.0	73.9

Third octave sound power spectrum in dB(A) for the maximum Sound Power Level

Frequency [Hz]	Mode 0 [dB(A)]	Mode 1 [dB(A)]	Mode 2 [dB(A)]	Mode 3 [dB(A)]	Mode 4 [dB(A)]	Mode 5 [dB(A)]	Mode 6 [dB(A)]	Mode 7 [dB(A)]
31.5	63.7	63.2	62.4	61.7	60.5	59.5	58.7	57.8
40	67.9	67.4	66.6	65.8	64.7	63.8	62.9	62.1
50	72.4	72.0	71.1	70.4	69.3	68.4	67.4	66.4
63	77.1	76.6	75.7	74.8	73.7	72.7	71.6	70.4
80	81.7	81.1	80.0	78.9	77.9	76.7	75.6	74.5
100	85.8	85.2	84.1	83.0	82.0	80.8	79.7	78.5
125	88.5	88.0	87.1	86.3	85.2	84.1	82.9	81.8
160	90.5	90.0	88.9	87.8	86.8	85.6	84.5	83.4
200	91.7	91.3	90.4	89.5	88.4	87.5	86.5	85.4
250	93.5	93.1	92.2	91.4	90.3	89.6	88.5	87.4
315	94.2	93.8	92.9	91.9	90.8	89.6	88.6	87.6
400	94.5	94.1	93.1	92.0	91.0	89.8	88.8	87.8
500	94.6	94.1	93.0	92.0	90.9	89.7	88.7	87.6
630	94.5	94.0	92.9	91.8	90.8	89.6	88.5	87.5
800	94.1	93.6	92.6	91.5	90.5	89.3	88.3	87.3
1000	92.8	92.4	91.4	90.5	89.4	88.4	87.6	86.7
1250	91.9	91.4	90.4	89.5	88.4	87.6	86.8	86.1
1600	91.3	90.8	89.7	88.8	87.8	87.0	86.2	85.6
2000	90.8	90.2	89.0	88.1	87.2	86.7	85.9	85.1
2500	90.1	89.4	88.3	87.4	86.8	86.3	85.1	84.0
3150	88.3	87.5	86.4	85.5	84.7	83.9	82.8	81.7
4000	84.8	84.0	82.9	81.9	81.3	80.6	79.4	78.3
5000	81.3	80.6	79.5	78.7	77.9	77.3	76.2	75.0
6300	77.3	76.6	75.4	75.3	74.4	74.4	73.2	72.1
8000	72.2	71.5	70.4	70.6	69.8	70.2	69.1	67.9
10000	67.4	66.7	65.6	65.6	65.2	65.8	64.6	63.6
12500	61.5	60.8	59.7	59.7	59.4	60.2	59.2	58.4

reference background sound pressure
Referenz - Schalldruck - Hintergrund $L_{Aeq,T} = 48.8$ dB

1	Spec. 1	Spec. 2	Spec. 3	$L_{Aeq,T}$	$L_{W_{A,T}}$	U_2	U_c	L_{W_0}
[Hz]	[dB]	[dB]	[dB]	[dB]	[dB]	[dB]	[dB]	[dB]
25	18.4	17.3	16.6	18.2	64.8	0.7	2.1	109.5
31.5	19.3	19.3	19.5	19.4	66.6	0.1	2.0	105.5
40	22.7	23.0	23.0	22.9	69.5	0.1	2.0	104.0
50	28.5	29.9	29.5	29.3	75.9	0.7	2.1	106.2
63	32.5	32.8	32.1	32.5	79.1	0.3	2.0	105.3
80	35.2	35.4	34.9	35.2	81.8	0.3	2.0	104.1
100	38.5	39.5	39.3	39.1	85.7	0.5	2.0	104.8
125	42.0	42.7	43.7	42.9	89.5	0.9	2.2	105.6
160	46.2	46.8	46.5	46.5	93.1	0.3	2.0	106.3
200	46.0	46.4	46.7	46.4	93.0	0.3	2.0	103.8
250	48.2	48.1	48.3	48.2	94.8	0.1	2.0	103.5
315	49.5	49.4	49.4	49.4	96.0	0.0	2.0	102.6
400	48.6	48.3	48.1	48.3	94.9	0.3	2.0	99.7
500	47.5	47.2	46.8	47.2	93.8	0.4	2.0	97.0
630	46.0	45.7	45.4	45.7	92.3	0.3	2.0	94.2
800	44.4	44.5	44.2	44.4	91.0	0.2	2.0	91.7
1000	42.6	42.5	42.5	42.5	89.2	0.1	2.0	89.2
1250	41.6	41.4	41.7	41.5	88.2	0.2	2.0	87.5
1600	42.1	42.0	42.5	42.2	86.8	0.3	2.0	85.5
2000	40.4	40.1	39.9	40.2	86.8	0.3	2.0	83.2
2500	38.1	37.9	37.8	37.9	84.5	0.1	2.0	80.4
3150	36.1	36.0	34.9	35.0	81.6	0.1	2.0	76.8
4000	31.3	31.2	31.1	31.2	77.8	0.1	2.0	71.9
5000	26.1	25.9	25.6	25.9	72.5	0.2	2.0	67.1
6300	20.7	20.4	20.2	20.4	67.0	0.3	2.0	67.1
8000	18.5	17.9	18.2	18.2	64.8	0.3	2.0	65.9
10000	24.0	22.1	21.2	22.6	69.2	1.4	2.4	71.7



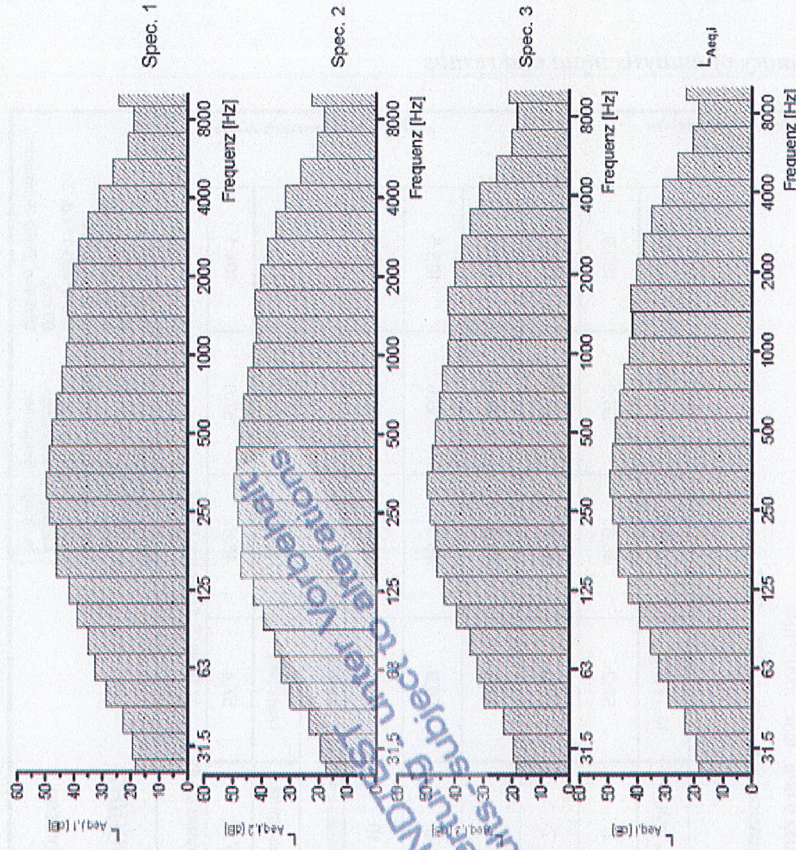
Sinovel SL1500/82 股份有限公司
华锐风电科技(集团)股份有限公司
技术文件专用章

Site / Standort: 08-FD0761 Linghai, China
Messdatum: 2010-04-23/24

reference background sound pressure
Referenz - Schalldruck - Hintergrund

$L_{Aeq,1} = 46.6$ dB

f	Spec. 1	Spec. 2	Spec. 3	$L_{Aeq,i}$	$L_{WA,i}$	U_a	U_c	$L_{W,i}$
25	18.4	17.3	18.6	18.2	64.8	0.7	2.1	109.5
31.5	19.3	19.3	19.5	19.4	66.0	0.1	2.0	105.5
40	22.7	23.0	23.0	22.9	68.5	0.1	2.0	104.0
50	28.5	29.9	29.5	29.3	75.9	0.7	2.1	106.2
63	32.5	32.8	32.1	32.5	79.1	0.3	2.0	105.3
80	35.2	35.4	34.9	35.2	81.8	0.3	2.0	104.1
100	38.5	38.5	39.3	39.1	85.7	0.5	2.0	104.8
125	42.0	42.7	43.7	42.9	89.5	0.9	2.2	105.6
160	46.2	46.8	46.5	46.5	93.1	0.3	2.0	106.3
200	46.0	46.4	46.7	46.4	93.0	0.3	2.0	103.8
250	48.2	48.1	48.3	48.2	94.8	0.1	2.0	103.5
315	49.5	49.4	49.4	49.4	96.0	0.0	2.0	102.6
400	48.6	48.3	48.1	48.3	94.9	0.3	2.0	99.7
500	47.5	47.2	46.8	47.2	93.8	0.4	2.0	97.0
630	46.0	45.7	45.4	45.7	92.3	0.3	2.0	94.2
800	44.4	44.5	44.2	44.4	91.0	0.2	2.0	91.7
1000	42.6	42.5	42.5	42.6	89.2	0.1	2.0	89.4
1250	41.6	41.4	41.7	41.6	88.2	0.2	2.0	87.6
1600	42.1	42.0	42.5	42.2	88.8	0.3	2.0	87.8
2000	40.4	40.1	39.9	40.2	86.8	0.3	2.0	85.5
2500	38.1	37.9	37.8	37.9	84.5	0.2	2.0	83.2
3150	35.1	35.0	34.9	35.0	81.6	0.1	2.0	80.4
4000	31.3	31.2	31.1	31.2	77.8	0.1	2.0	76.8
5000	26.1	25.9	25.6	25.9	72.5	0.2	2.0	71.9
6300	20.7	20.4	20.2	20.4	67.0	0.3	2.0	67.1
8000	18.5	17.9	18.2	18.2	64.8	0.3	2.0	65.9
10000	24.0	22.1	21.2	22.6	68.2	1.4	2.4	71.7



created with WINUTEST TUNES version: IEC Ed2 / FGW 18 rev. 11.0 - 1.00 (dated 2003-10-23)



Sinovel SL 1500/82

Site / Standort:

08-FD0761, Linghai, China

Measurern. / Messdatum:

2010-04-23/24

Annex 2.2: Summary of analysis input and results

Parameters of evaluation / Auswerteparameter:

H = 70.0 m d = 4.08 m

D = 82.9 m z₀ = 0.050 m

Measurement conditions / Messbedingungen:

temperature / Temperatur = min. 7.3°C, max. 12.4°C

V_{H (95%)} = 10.63 m/s V_{10m (95%)} = 7.77 m/s

Results / Ergebnisse:

V_{10m (95%)} standardised = 7.83 m/s

P_{95%} = 1.425 MW

K = 0.94

average turbulence intensity / mittlere Turbulenzintensität = 12.6 %

Parameters of evaluation / Auswerteparameter:

h_A = 0.0 m P_{rated} / P_{Nenn} = 1.50 MW

R₀ = 102.0 m V_{H (95%)} = 10.70 m/s

stall control / passive Leistungsregelung: No

air pressure / Luftdruck = min. 1012.9 hPa, max. 1020.3 hPa

range of the wind direction / Windrichtungsbereich = 187° - 235°

Results / Ergebnisse:

V _{10m} [m/s]	U _A [dB]	U _B [dB]	U _C [dB]
6	0.33	0.09	0.7
7	0.34	0.08	0.8
8	0.30	0.10	0.7
9	0.09	0.11	0.7
10	0.16	0.10	0.7

Results / Ergebnisse:

V _{10m} [m/s]	L _{Aeq,k} [dB]	L _n [dB]	L _{Aeq,c,k} [dB]	L _{WA,k} [dB]
6	57.2	46.6	56.8	103.9
7	58.0	46.7	57.7	104.7
8	57.3	46.8	56.9	103.9
9	56.9	46.9	56.5	103.5
10	57.1	46.9	56.7	103.8

Results / Ergebnisse:

V _{10m(95%)} [m/s]	L _{Aeq,k} [dB]	L _n [dB]	L _{Aeq,c,k} [dB]	L _{WA,k} [dB]
7.83	57.4	46.8	57.0	104.1

Results / Ergebnisse:

V _{10m(95%)} [m/s]	L _{Aeq,k} [dB]	L _n [dB]	L _{Aeq,c,k} [dB]	L _{WA,k} [dB]
7.83	57.4	46.8	57.0	104.1

Results / Ergebnisse:

V _{10m} [m/s]	L _{Aeq,k} [dB]	L _n [dB]	L _{Aeq,c,k} [dB]	L _{WA,k} [dB]
6	57.2	46.6	56.8	103.9
7	58.0	46.7	57.7	104.7
8	57.3	46.8	56.9	103.9
9	56.9	46.9	56.5	103.5
10	57.1	46.9	56.7	103.8

Results / Ergebnisse:

V _{10m(95%)} [m/s]	L _{Aeq,k} [dB]	L _n [dB]	L _{Aeq,c,k} [dB]	L _{WA,k} [dB]
7.83	57.4	46.8	57.0	104.1

Results / Ergebnisse:

V _{10m} [m/s]	L _{Aeq,k} [dB]	L _n [dB]	L _{Aeq,c,k} [dB]	L _{WA,k} [dB]
6	57.2	46.6	56.8	103.9
7	58.0	46.7	57.7	104.7
8	57.3	46.8	56.9	103.9
9	56.9	46.9	56.5	103.5
10	57.1	46.9	56.7	103.8

Results / Ergebnisse:

V _{10m(95%)} [m/s]	L _{Aeq,k} [dB]	L _n [dB]	L _{Aeq,c,k} [dB]	L _{WA,k} [dB]
7.83	57.4	46.8	57.0	104.1

Results / Ergebnisse:

V _{10m} [m/s]	L _{Aeq,k} [dB]	L _n [dB]	L _{Aeq,c,k} [dB]	L _{WA,k} [dB]
6	57.2	46.6	56.8	103.9
7	58.0	46.7	57.7	104.7
8	57.3	46.8	56.9	103.9
9	56.9	46.9	56.5	103.5
10	57.1	46.9	56.7	103.8

Results / Ergebnisse:

V _{10m(95%)} [m/s]	L _{Aeq,k} [dB]	L _n [dB]	L _{Aeq,c,k} [dB]	L _{WA,k} [dB]
7.83	57.4	46.8	57.0	104.1

Results / Ergebnisse:

V _{10m} [m/s]	L _{Aeq,k} [dB]	L _n [dB]	L _{Aeq,c,k} [dB]	L _{WA,k} [dB]
6	57.2	46.6	56.8	103.9
7	58.0	46.7	57.7	104.7
8	57.3	46.8	56.9	103.9
9	56.9	46.9	56.5	103.5
10	57.1	46.9	56.7	103.8

Results / Ergebnisse:

V _{10m(95%)} [m/s]	L _{Aeq,k} [dB]	L _n [dB]	L _{Aeq,c,k} [dB]	L _{WA,k} [dB]
7.83	57.4	46.8	57.0	104.1

Results / Ergebnisse:

V _{10m} [m/s]	L _{Aeq,k} [dB]	L _n [dB]	L _{Aeq,c,k} [dB]	L _{WA,k} [dB]
6	57.2	46.6	56.8	103.9
7	58.0	46.7	57.7	104.7
8	57.3	46.8	56.9	103.9
9	56.9	46.9	56.5	103.5
10	57.1	46.9	56.7	103.8

Results / Ergebnisse:

V _{10m(95%)} [m/s]	L _{Aeq,k} [dB]	L _n [dB]	L _{Aeq,c,k} [dB]	L _{WA,k} [dB]
7.83	57.4	46.8	57.0	104.1

Results / Ergebnisse:

V _{10m} [m/s]	L _{Aeq,k} [dB]	L _n [dB]	L _{Aeq,c,k} [dB]	L _{WA,k} [dB]
6	57.2	46.6	56.8	103.9
7	58.0	46.7	57.7	104.7
8	57.3	46.8	56.9	103.9
9	56.9	46.9	56.5	103.5
10	57.1	46.9	56.7	103.8

Results / Ergebnisse:

V _{10m(95%)} [m/s]	L _{Aeq,k} [dB]	L _n [dB]	L _{Aeq,c,k} [dB]	L _{WA,k} [dB]
7.83	57.4	46.8	57.0	104.1

Results / Ergebnisse:

V _{10m} [m/s]	L _{Aeq,k} [dB]	L _n [dB]	L _{Aeq,c,k} [dB]	L _{WA,k} [dB]
6	57.2	46.6	56.8	103.9
7	58.0	46.7	57.7	104.7
8	57.3	46.8	56.9	103.9
9	56.9	46.9	56.5	103.5
10	57.1	46.9	56.7	103.8

Results / Ergebnisse:

V _{10m(95%)} [m/s]	L _{Aeq,k} [dB]	L _n [dB]	L _{Aeq,c,k} [dB]	L _{WA,k} [dB]
7.83	57.4	46.8	57.0	104.1

Results / Ergebnisse:

V _{10m} [m/s]	L _{Aeq,k} [dB]	L _n [dB]	L _{Aeq,c,k} [dB]	L _{WA,k} [dB]
6	57.2	46.6	56.8	103.9
7	58.0	46.7	57.7	104.7
8	57.3	46.8	56.9	103.9
9	56.9	46.9	56.5	103.5
10	57.1	46.9	56.7	103.8

Results / Ergebnisse:

V _{10m(95%)} [m/s]	L _{Aeq,k} [dB]	L _n [dB]	L _{Aeq,c,k} [dB]	L _{WA,k} [dB]
7.83	57.4	46.8	57.0	104.1

Results / Ergebnisse:

V _{10m} [m/s]	L _{Aeq,k} [dB]	L _n [dB]	L _{Aeq,c,k} [dB]	L _{WA,k} [dB]
6	57.2	46.6	56.8	103.9
7	58.0	46.7	57.7	104.7
8	57.3	46.8	56.9	103.9
9	56.9	46.9	56.5	103.5
10	57.1	46.9	56.7	103.8

Results / Ergebnisse:

V _{10m(95%)} [m/s]	L _{Aeq,k} [dB]	L _n [dB]	L _{Aeq,c,k} [dB]	L _{WA,k} [dB]
7.83	57.4	46.8	57.0	104.1

Results / Ergebnisse:

V _{10m} [m/s]	L _{Aeq,k} [dB]	L _n [dB]	L _{Aeq,c,k} [dB]	L _{WA,k} [dB]
6	57.2	46.6	56.8	103.9
7	58.0	46.7	57.7	104.7
8	57.3	46.8	56.9	103.9
9	56.9	46.9	56.5	103.5
10	57.1	46.9	56.7	103.8

Results / Ergebnisse:

V _{10m(95%)} [m/s]	L _{Aeq,k} [dB]	L _n [dB]	L _{Aeq,c,k} [dB]	L _{WA,k} [dB]
7.83	57.4	46.8	57.0	104.1

Results / Ergebnisse:

V _{10m} [m/s]	L _{Aeq,k} [dB]	L _n [dB]	L _{Aeq,c,k} [dB]	L _{WA,k} [dB]
6	57.2	46.6	56.8	103.9
7	58.0	46.7	57.7	104.7
8	57.3	46.8	56.9	103.9
9	56.9	46.9	56.5	103.5
10	57.1	46.9	56.7	103.8

Results / Ergebnisse:

V _{10m(95%)} [m/s]	L _{Aeq,k} [dB]	L _n [dB]	L _{Aeq,c,k} [dB]	L _{WA,k} [dB]
7.83	57.4	46.8	57.0	104.1

Results / Ergebnisse:

V _{10m} [m/s]	L _{Aeq,k} [dB]	L _n [dB]	L _{Aeq,c,k} [dB]	L _{WA,k} [dB]
6	57.2	46.6	56.8	103.9
7	58.0	46.7	57.7	104.7
8	57.3	46.8	56.9	103.9
9	56.9	46.9	56.5	103.5
10	57.1	46.9	56.7	103.8

Results / Ergebnisse:

V _{10m(95%)} [m/s]	L _{Aeq,k} [dB]	L _n [dB]	L _{Aeq,c,k} [dB]	L _{WA,k} [dB]
7.83	57.4	46.8	57.0	104.1

Results / Ergebnisse:

V _{10m} [m/s]	L _{Aeq,k} [dB]	L _n [dB]	L _{Aeq,c,k} [dB]	L _{WA,k} [dB]
6	57.2	46.6	56.8	103.9
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V _{10m(95%)} [m/s]	L _{Aeq,k} [dB]	L _n [dB]	L _{Aeq,c,k} [dB]	L _{WA,k} [dB]
7.83	57.4	46.8	57.0	104.1

Results / Ergebnisse:

V _{10m} [m/s]	L _{Aeq,k} [dB]	L _n [dB]	L _{Aeq,c,k} [dB]	L _{WA,k} [dB]
6	57.2	46.6	56.8	103.9
7	58.0	46.7	57.7	104.7
8	57.3	46.8	56.9	103.9
9	56.9	46.9	56.5	103.5
10	57.1	46.9	56.7	103.8

Results / Ergebnisse:

V _{10m(95%)} [m/s]	L _{Aeq,k} [dB]	L _n [dB]	L _{Aeq,c,k} [dB]	L _{WA,k} [dB]
7.83	57.4	46.8	57.0	104.1

Results / Ergebnisse:

V _{10m} [m/s]	L _{Aeq,k} [dB]	L _n [dB]	L _{Aeq,c,k} [dB]	L _{WA,k} [dB]
6	57.2	46.6	56.8	103.9
7	58.0	46.7	57.7	104.7
8	57.3	46.8	56.9	103.9
9	56.9	46.9	56.5	103.5
10	57.1	46.9	56.7	103.8

Results / Ergebnisse:

V _{10m(95%)} [m/s]	L _{Aeq,k} [dB]	L _n [dB]	L _{Aeq,c,k} [dB]	L _{WA,k} [dB]
7.83	57.4	46.8	57.0	104.1

Results / Ergebnisse:

V _{10m} [m/s]	L _{Aeq,k} [dB]	L _n [dB]	L _{Aeq,c,k} [dB]	L _{WA,k} [dB]
6	57.2	46.6	56.8	103.9
7	58.0	46.7	57.7	104.7
8	57.3	46.8	56.9	103.9
9	56.9	46.9	56.5	103.5
10	57.1	46.9	56.7	103.8

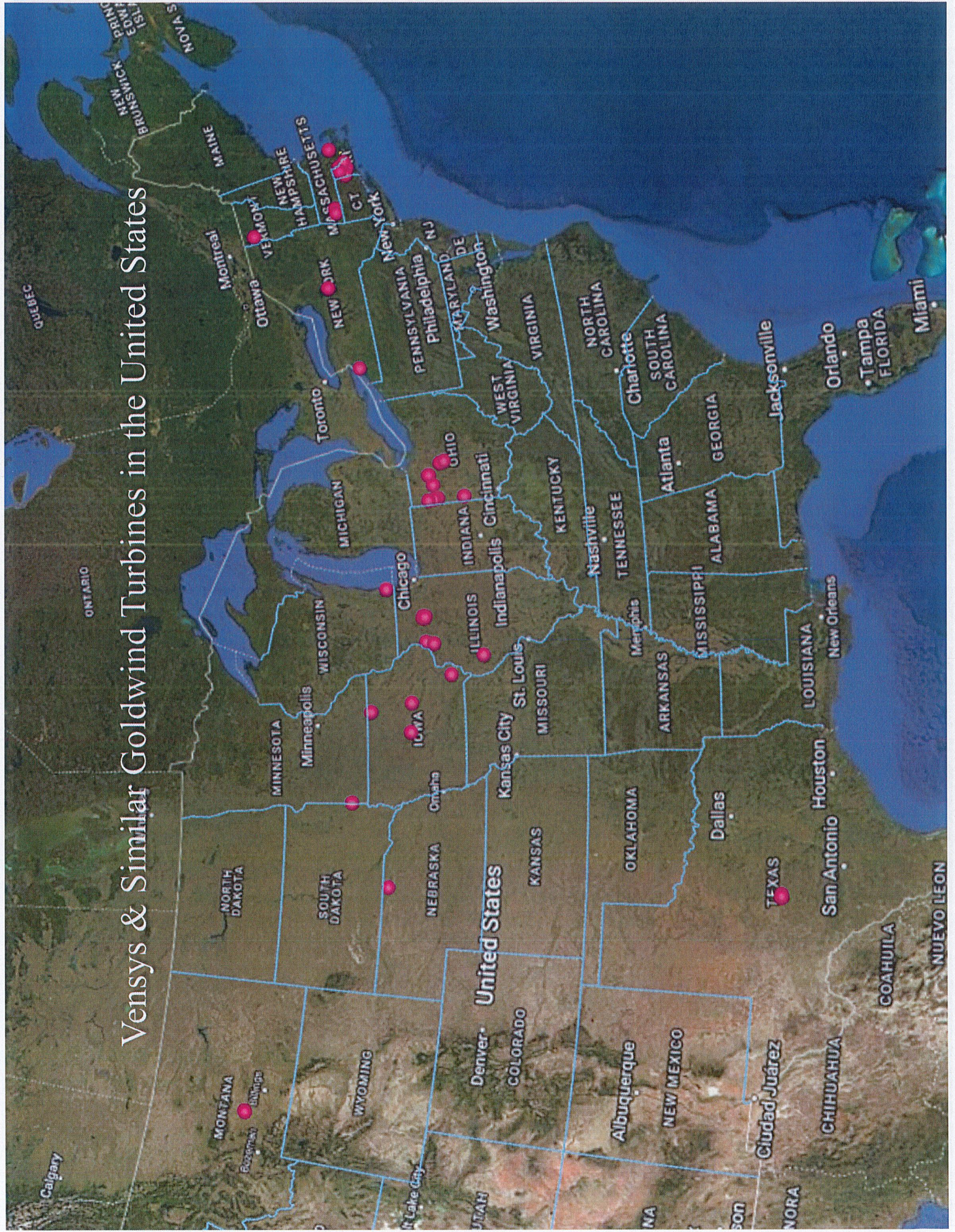
Results / Ergebnisse:

V _{10m(95%)} [m/s]	L _{Aeq,k} [dB]	L _n [dB]	L _{Aeq,c,k} [dB]	L _{WA,k} [dB]
7.83	57.4	46.8	57.0	104.1

Results / Ergebnisse:

V _{10m} [m/s]	L _{Aeq,k} [dB]	L _n [dB]	L _{Aeq,c,k} [dB]	L _{WA,k} [dB]
6	57.2	46.6	56.8	103.9

Vensys & Similar Goldwind Turbines in the United States

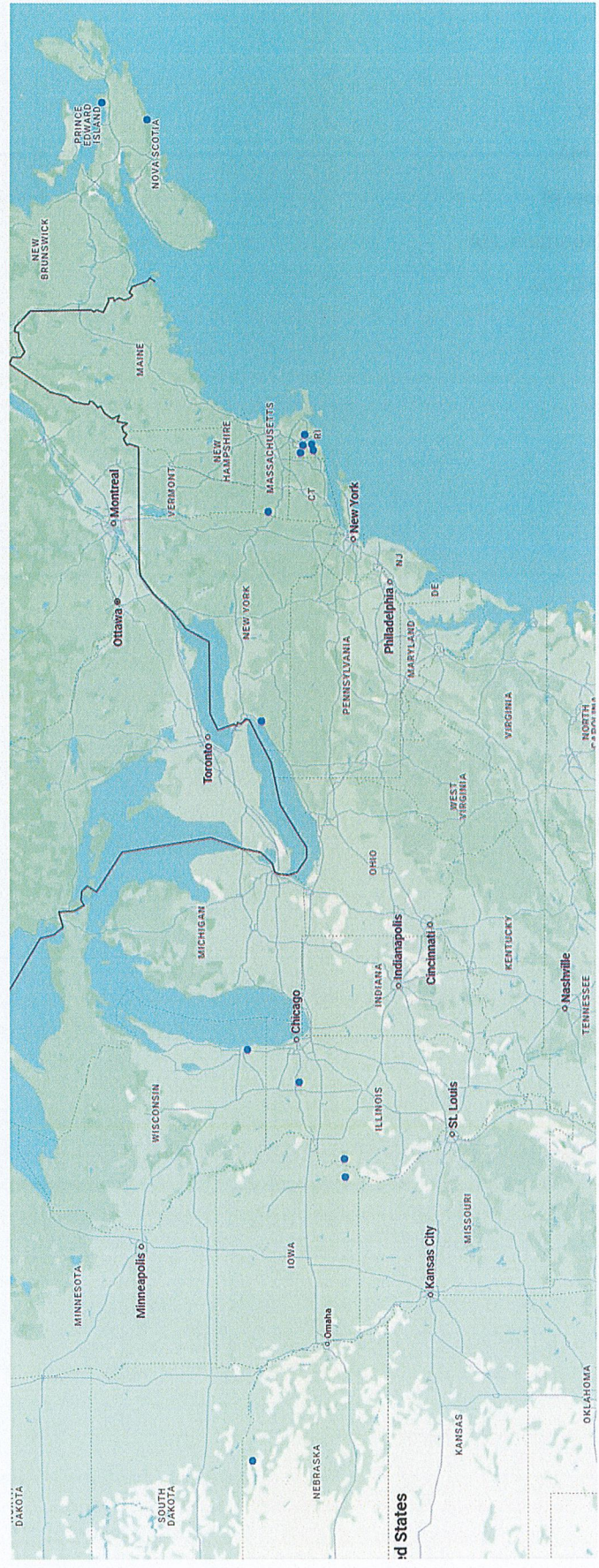


Vensys & Similar Goldwind Turbines in SE New England



Vensys Projects in NA

Oct. 2024



2009	2* Vensys 77 /1,5MW	Geneseo, IL	2016	10* Vensys 82 /1,5MW	Coventry, RI
2010	4* Vensys 77 /1,5MW	Maryvale, Nova Scotia	2017	1* Vensys 82 /1,5MW	Portsmouth, RI
2011	2* Vensys 77 /1,5MW	Springview, NB	2018	1* Vensys 82 /1,5MW	Irving, NY
2011	1* Vensys 82 /1,5MW	Mt Sterling, IL	2018	1* Vensys 82 /1,5MW	Otis, MA
2011	1* Vensys 82 /1,5MW	New London, IO	2018	1* Vensys 82 /1,5MW	North Kingston, RI
2012	2* Vensys 77 /1,5MW	Watts Section, Nova Scotia	2018	7* Vensys 120 /3,0MW	Johnston, RI
2012	2* Vensys 82 /1,5MW	Racin, WI	2022	3* Vensys 82 /1,5MW	Port of Providence, RI

Goldwind North America

1* GW 82/1,5MW Fenner, NY

1* GW 82/1.5MM Camelot, MA

3* GW 82/1.5MW Providence, RI

4* GW100/2.5MW Georgia Mountain, MA

2* GW100/2.5MW Holiday Hill, MA